



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

April 7, 2005

IN REPLY PLEASE

REFER TO FILE: **AS-0**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AS-NEEDED UNDERGROUND AND ABOVEGROUND
STORAGE TANK CERTIFICATION
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award the contract for "As-Needed Underground and Aboveground Storage Tank Certification" in an annual amount not to exceed \$126,000 to Redwine-Manley Testing Services, Inc., located in Bakersfield, California. This contract will be for a term of one year with two 1-year renewal options, not to exceed a total contract period of three years, with up to six optional one-month extensions, at an additional monthly amount not to exceed one-twelfth of the annual amount.
3. Authorize the Acting Director of Public Works to expend up to 20 percent of the annual contract sum for unforeseen additional work within the scope of work of the contract, if required.
4. Authorize the Acting Director to execute this contract and to renew it for each additional renewal option, if, in the opinion of the Acting Director, renewal is warranted; or to terminate it, if, in the opinion of the Acting Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to provide as-needed and intermittent certification, monitoring, and testing for approximately 68 Public Works underground and aboveground storage tank locations. In addition, Redwine-Manley Testing Services, Inc., is to respond to other service requests to meet regulatory compliance notices and/or changes in regulatory requirements and respond to minor as-needed service station maintenance requests to reinforce existing site maintenance programs.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness as the contractor has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

This contract is for an annual amount not to exceed \$126,000, plus 20 percent for unforeseen additional work within the scope of work of the contract. This amount is based on the unit prices and hourly rates quoted by the contractor and our estimated annual utilization of the contractor's services. This contract will commence upon Board approval and execution by the Acting Director for a period of one year. With the Board's delegated authority, the Acting Director may renew this contract for a total contract period not to exceed three years, with additional optional month-to-month extensions totaling six months exercisable by the Acting Director, at an additional monthly amount not to exceed one-twelfth of the annual amount.

This service will be financed primarily from the Road, Flood, Aviation, Internal Service, and Waterworks and Sewer Maintenance funds. In addition, should an unanticipated need arise in other Public Works funds, we will finance this service from the appropriate fund source. However, total annual expenditures for this service, will not exceed the contract amount approved by the Board. There will be no impact on net County cost.

This contract allows a cost-of-living adjustment for the additional optional years in accordance with County policy established by the Chief Administrative Office.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Acting Director executing the contract, which will be substantially reflected in Enclosure A, the contractor will sign and County Counsel will review it as to form.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended contract which is required on an as-needed and intermittent basis.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from the CEQA as specified in Class 8 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On October 18, 2004, Public Works solicited proposals from 177 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure B) and an advertisement was placed in the Los Angeles Times.

On November 17, 2004, four proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. The proposals having met these requirements, were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP which included price, discount, references, experience, and work plan. Based on this evaluation, it is recommended that this contract be awarded to the most responsive and responsible proposer, Redwine-Manley Testing Services, Inc., located in Bakersfield, California.

Enclosure C reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains Board-approved contract terms and conditions regarding contractor responsibility and debarment, jury service requirements, nonpayment for services received after contract expiration or termination, and the Safely Surrendered Baby Law.

The Honorable Board of Supervisors
April 7, 2005
Page 4

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform service which will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees, as this service is presently contracted with the private sector.

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Acting Director of Public Works

LG
P:\aspub\CONTRACT\Leticia\USTAST Cert\BL USTAST Cert.doc

Enc. 3

cc: Chief Administrative Office
County Counsel

AGREEMENT FOR
AS-NEEDED UNDERGROUND AND ABOVEGROUND
STORAGE TANK CERTIFICATION

This AGREEMENT, made and entered into this ____ day of _____ 2005, by and between the County of Los Angeles, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "County," and Redwine-Manley Testing Services., Inc., a corporation, hereinafter referred to as "Contractor."

WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on October 18, 2004, hereby agrees to provide services as described in the attached specifications for As-Needed Underground and Above Ground Storage Tank Certification, including but not limited to Exhibit A, Scope of Work.

SECOND: That this Agreement, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Los Angeles County Department of Public Works Underground and Aboveground Storage Tank Inventory; and the Contractor's Proposal, all attached hereto, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: That the Contractor shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and unit prices quoted in Form PW-2, Schedule of Prices.

FOURTH: That this Contract's initial term shall be for a period of one year and commence upon Board approval and execution by the Acting Director of Public Works. At the discretion of the County, this Contract may be extended in increments of one year, not to exceed a total Contract period of three years. The County, acting through the Acting Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Acting Director may extend the final Contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the County.

//
//
//
//
//
//
//
//

FIFTH: That Public Works will make payment to the Contractor within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles
Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SIXTH: Contractor shall include but not be limited to the following items when providing invoices to Public Works:

- 1) Date of actual inspection call.
- 2) Invoice date.
- 3) Type of call: Routine Inspection or Special Service Call.
- 4) Contract number.
- 5) Work order number.
- 6) Site location name and address.
- 7) Itemized labor and materials billing breakdown with:
 - a. Item description, including part number from current Charles E. Thomas Parts Catalogue
 - b. Price for each per Form PW-2, Schedule of Prices
 - c. Quantity
 - d. Labor hours
 - e. Total invoices amount
- 8) Identification of the service technician performing the service.
- 9) Describe the service performed along with any discrepancies found at the site that were not addressed by the technician.
- 10) Reference to any Notice of Violation from South Coast Air Quality Management District.

11) Accompanied by the certification document copies of the test results.

SEVENTH: That in no event shall the aggregate total amount of compensation paid to the Contractor exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: That the Contractor understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The Contractor acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the Contractor earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: That the Contractor shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. Contractor shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the Contractor's paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the Contractor shall immediately notify the Contract Manager in writing.

TENTH: That the Acting Director shall adjust the rate of compensation set forth in Form PW-2, Schedule of Prices, annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI). The contract anniversary date shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the Contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost-of-living adjustment will be granted.

ELEVENTH: That in the event that terms and conditions which may be listed in the Contractor's Proposal conflict with the County's specifications, requirements, terms and conditions herein, the County's provisions shall control and be binding.

TWELFTH: That the Contractor agrees in strict accordance with the Contract specifications and conditions to meet the County's requirements.

THIRTEENTH: That this Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

//
//
//
//
//

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Acting Director of Public Works, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

REDWINE-MANLEY TESTING
SERVICES, INC.

By _____
Its President

By _____
Its Secretary

P:\aspub\CONTRACT\Leticia\USTAST Cert\Agrmt UnderAbove UST.doc

SCOPE OF WORK

AS-NEEDED UNDERGROUND AND ABOVEGROUND

STORAGE TANK CERTIFICATION

A. Public Works' Contract Manager

Public Works' Contract Manager will be Mr. Fred Guido of Facilities Management Group, who may be contacted at (626) 300-3225, e-mail address: fguido@ladpw.org, Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

See the County of Los Angeles Department of Public Works' UST/AST Inventory (Exhibit E) for work locations. Sites and/or tanks may be added or deleted at the discretion of Public Works.

C. Work Description

The work to be accomplished under these Specifications are to implement and maintain a certification, monitoring, and testing program for the 68 locations listed in Exhibit E, which include approximately 128 USTs, 39 ASTs, 46 fuel dispensing facilities, and several non-dispensing fuel storage sites, as well as respond to minor as-needed service station maintenance requests to reinforce existing Public Works' site maintenance programs. Other service requests may be initiated by the Contract Manager, in response to recommendations by the Contractor to meet regulatory compliance notices and/or changes in regulatory requirements.

The Contractor shall provide and implement the following items:

1. Annual Schedule of UST/AST Site Inspection

Upon award of this Contract, the Contractor shall initially provide to the Contract Manager a schedule within 20 working days for site inspections, evaluations, and, if in compliance, certifications for all Public Works' UST/ASTs listed in Exhibit E. The schedule shall prioritize work based on input from Public Works. Completion of past due inspections shall have the highest priority. This initial schedule shall also address enhancing Public Works' response to regulatory UST/AST operator compliance

issues. Thereafter, the Contractor shall provide an annual schedule of timely UST/AST inspection/evaluation/certification services for all sites. Site evaluations shall provide for site assessments, recommendations, anticipated response times for Public Works' certification, and repair cost estimates.

Contractor shall notify Contract Manager of each month's scheduled certifications two weeks prior to the beginning of each month.

2. UST/AST Regulatory Compliance

Contractor shall make site evaluations which address all UST/AST regulatory compliance issues, including applicable provisions of:

- The United States Environmental Protection Agency (EPA) regulations.
- The California State Environmental Protection Agency (CalEPA).
- State Water Resources Control Board, California Code of Regulation (CCR) Title 23, Division 3, Chapter 16, "Underground Storage Tank Regulations" and/or all other relevant regulations.
- Air Quality Management District (AQMD), Rule 461 and 463 and/or all other relevant regulations.
- Provisions of the California Health and Safety Code Division 7, Chapter 6.7 and/or all other relevant regulations.
- Including local UST/AST jurisdiction Certified Unified Program Agencies (CUPA's) requirements relating to UST and fuel dispensing operations.

The Contractor shall coordinate all of the site certification work with the responsible regulatory agency in response to agency requests to attend certification work. This will aid Public Works' effort to maintain the legal and operational status of each Public Works' fuel site locations.

a) UST/AST Site Compliance Inspection

The Contractor shall inspect each site to verify compliance with all regulatory agencies. Contractor shall submit to the Contract Manager a written proposal with timeline and estimate addressing how a site will be brought into compliance. Contractor shall have legal authority to provide compliance certification for UST/AST and

shall provide documentation satisfying pertinent regulatory agency (CUPA/AQMD) requirements for UST/AST operation, including but not limited to UST/AST monitor certifications, UST/AST Vapor testing (AQMD 461 and 463), Secondary Containment testing (Senate Bill 989), and any new requirements enacted after the contracts' inception.

b) UST/AST Monitoring System Certification

Contractor shall implement an annual UST/AST monitoring device testing and certification program including:

- 1) Annual site inspection, calibration, and certification of each UST/AST monitoring device in compliance with the Health and Safety Code or any other regulatory requirements.
- 2) Opening all sumps, dispenser, manways and any other enclosure required for inspection by regulatory personnel (CUPA) and manually activating sensors.

c) Vapor Recovery Certification (AQMD 461/463)

The Contractor shall complete vapor recovery system inspections as required and document in compliance with all California Air Resources Board (CARB) and AQMD regulations including annual testing and certification of each UST's Dynamic Back Pressure, Pressure Decay, Static Torque Rotation, and Drop Tube Integrity, in compliance with the CARB and AQMD rules and/or any other regulatory requirements.

d) Spillbox Testing

e) Secondary Containment Certification (Senate Bill 989)

The Contractor shall complete secondary containment testing in compliance with all health and safety codes and/or any other regulations.

f) Compliance and Verification of Appropriate on-site Documentation

The Contractor shall review on-site recordkeeping. Contractor shall inform site representative of recordkeeping and housekeeping requirements.

Contractor shall assemble a package of available site documentation with site certification and repair documentation and notify the Contract Manager in writing regarding documentation deficiencies. A copy of each certificate of compliance shall be delivered to the Contract Manager.

3. UST/AST Site Compliance

As a minimum, the following items shall be checked by the Contractor for regulatory compliance. The Contractor shall be advised that regulatory compliance is the first priority.

The Contractor shall check:

- a) Dispensers which include, but are not limited to dispenser operation, plumbing integrity, mechanical switching and metering, metered fuel volume accuracy, electric motor, filter, shear valve, under dispenser pan, and replacement and reformulated fuel compatibility.
- b) Submerged turbine pumps/suction pumps which include, but are not limited to UST/AST drop (fill pipe) tubes, drop tube check valves, drop tube caps, retainers and gaskets, spill box covers, handles, fasteners and gaskets, along with appropriate sealants.

Additionally, all accessed fill boxes, spill boxes, and manways accessed for the purposes of inspection or certification shall be inspected and resealed, including new seals, and new fasteners installed.

- c) UST/AST monitor devices which include, but are not limited to inspections, calibrations (set up), and certification of each UST/AST monitor device if in compliance.
- d) Vapor recovery systems which include, but are not limited to the UST/AST Phase I and II vapor recovery system which will require the Contractor's inspection and certification if in compliance. Vapor recovery fuel dispensing nozzles and/or vapor boot maintenance or replacement may be requested by Public Works.
- e) Water, fuel, and debris accumulations and shall report its findings to Public Works along with a field assessment of probable cause and a quotation for the removal and disposal of the contamination. At the request of the Contract Manager, the Contractor, or a third-party contractor, may be secured to perform an inspection for

water and/or debris accumulation within UST tanks and/or containment areas outside this Contract.

D. Licenses and Certifications

Contractor shall have completed the proper training as required and certified by the South Coast Air Quality Management District (SCAQMD), International Code Council (ICC) license, and California Air Resources Board (CARB) to perform this work. Contractor shall have the proper contractor's license, city licenses, and manufactures certification to perform the scope of work described in this Contract.

E. Hours and Days of Service

Hours of services shall be primarily 6:30 a.m. to 4 p.m., Monday through Thursday, each week, except legal holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the Contract Manager.

F. Service and Certification Capacity

Contractor shall have the capacity to assign a minimum of three field service units, with one staff person assigned as coordinator to these requested services at any given time.

G. Response Time

Contractor shall return all service calls placed by the Contract Manager during normal Public Works' business hours within one hour of request. Contractor shall be on-site within 24 hours of the service call.

H. Utilities

County will not provide utilities.

I. Storage Facilities

County will not provide storage facilities for the Contractor.

J. Removal of Debris

Public Works will dispose of all debris. However, the Contractor will properly contain any hazardous debris for disposal by Public Works.

K. Special Safety Requirements

All Contractor's operators shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements while at Public Works' jobsites.

Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

L. Responsibilities of Public Works

Public Works will continue to do routine preventative maintenance on all Public Works' facilities and equipment. Public Works reserves the right to provide any necessary contract inspection.

M. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

P:\aspub\CONTRACT\Leticia\USTAST Cert\EXH A SOW STC.doc

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work, Work. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Flood Control District, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District, County of Los Angeles Department of Public Works, County of Los Angeles Sewer Maintenance Districts, and/or County of Los Angeles Waterworks Districts.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. Director to Interpret Contract

Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, the Director will be consulted. The Director's decision thereon will be final and conclusive.

SECTION 2

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works' facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works' facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, State, or local authorities for work to be accomplished under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves. All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works' personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

I. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

J. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

K. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

L. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.

M. Transportation

Public Works will not provide transportation to and from the jobsite, nor travel around the limits of the jobsite.

N. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

O. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe jobsite.

P. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

Q. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - All the time limits and acts required to be done by both parties are of the essence of the Contract;
 - The parties are both experienced in performance of the Contract work;
 - The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the

work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner, while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;

- The parties are not under any compulsion to contract;
 - The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
 - It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold from monies due the Contractor, liquidated damages in the sum of \$100 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

SECTION 3

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

B. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval in accordance with Section 3.U, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

C. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

D. Nondiscrimination in Employment

1. The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or

- B.7 -

2005 – As-Needed Underground
and Aboveground Storage Tank
Certification

gender. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

2. The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.
3. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
4. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.
5. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

E. Assignment

1. The Contractor may not delegate its duties or assign its rights under this Contract, either in whole or in part, without the prior written consent of the Director. Any prohibited delegation of duties or assignment of rights under this Contract shall be null and void and shall constitute a breach for which the Contract may be terminated. Any payments to any assignee of any claim under this Contract in consequence of such consent shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.
2. Any delegation of duties or assignment of rights, including but not limited to a merger, acquisition, asset sale and the like, shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all applicable

information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work.

F. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.
2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

G. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this contract maintain compliance with the employment and wage reporting requirements of the Federal

Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

H. Employment Eligibility Verification

1. The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

I. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

J. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

K. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

L. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

M. Termination for Improper Consideration

1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.
2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, CA 91803-4737.

N. Notice of Delay

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely

performance of this Contract, that party shall, within five days, give notice thereof, including all relevant information with respect thereto, to the other party.

O. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

P. Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

Q. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

R. Disclosure of Information

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:
2. The Contractor shall develop all publicity material in a professional manner.
3. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may

be assured in the event no adverse comments are received in writing within two weeks after submittal.

4. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

S. Default and Termination

1. Default

- a. The County may, subject to the provisions of Subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - i. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or
 - ii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- b. In the event the County terminates this Contract in whole or in part as provided in Subsection a above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform

must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 3, Paragraph R.4, Termination for Convenience.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may cancel this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
- c. The appointment of a Receiver or Trustee for the Contractor.
- d. The execution by the Contractor of an assignment for the benefits of creditors.

- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Unsatisfactory Service

Public Works reserves the right to cancel these services upon giving 14 days' written notice if the work is deemed unsatisfactory in the Director's opinion.

4. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

- a. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.
- b. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
- c. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

5. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in Section 3, Paragraph G of this Exhibit B shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of the Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate the Contract

pursuant to Paragraph D1 "Default," of this Section 3, and debar the Contractor pursuant to County Code Chapter 2.202.

T. Notification

1. Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

U. County Lobbyists

The Contractor certifies that it and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor are familiar with the requirements of the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach upon which the County may immediately terminate or suspend this Contract.

V. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

W. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

X. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the County.

Y. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County,

including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract.
 - b. Clearly evidence all coverage required in this Contract.
 - c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract.
 - e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:
 - a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meets the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or

2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).
3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
 - a. Each Accident: \$1 million
 - b. Disease - policy limit: \$1 million
 - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with

those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:
 - a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.
 - b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

SECTION 5

LABOR RELATIONS AND RESPONSIBILITIES

A. Labor Law Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California, as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

B. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

C. Prohibition Against Use of Child Labor

1. The Contractor shall:

- a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County; and
- c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions.
- d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

F. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to the Immigration Reform and Control Act of 1986 (PL. 99-603). The Contractor shall obtain from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. The Contractor shall retain such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

G. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board of Supervisors, in its discretion, finds that the Contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- G. These terms shall also apply to subcontractors of the Contractor.

SECTION 7

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Program. In either event, the Contractor shall

immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 9

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D to this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

SECTION 9

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D to this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2003)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15)**, Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)

**No shame.
No blame.
No names.**

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde acudir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

THE UNIVERSITY OF CHICAGO

[illegible]

**REDWINE-MANLEY
TESTING SERVICES,
INC.**

Redwine-Manley Services, Inc.
P.O. Box 1567
Bakersfield, CA 93302-1567

Tel 661 834-6993
Fax 661 836-31773
Email redwinetest@pprodigy.net

AS-NEEDED UNDERGROUND AND ABOVEGROUND STORAGE TANK CERTIFICATION

Submittal Date: November 15, 2004


Submitted to: County of Los Angeles

Department of Public Works

900 South Fremont Avenue

Alhambra, California 91803-5100

Submitted By:



Denise Turner

TABLE OF CONTENTS

<u>1.1 BACKGROUND</u>	<u>1</u>
<u>1.2 EXPERIENCE</u>	<u>1</u>
<u>1.3 ORGANIZATION</u>	<u>2</u>
<u>1.4 STAFF</u>	<u>3</u>
<u>1.5 KEY PERSONNEL</u>	<u>4</u>
<u>1.6 KEY PERSONNEL RESUMES</u>	<u>5</u>
<u>1.7 SUBCONTRACTOR INFORMATION</u>	<u>5</u>
<u>1.7 FINANCIAL REFERENCES</u>	<u>6</u>
<u>2.1 WORKPLAN</u>	<u>7</u>
<u>2.2 MONITORING MAINTENANCE PROGRAM</u>	<u>9</u>
<u>2.3 ALARM RESPONSE</u>	<u>9</u>

<u>2.4 SB 989 TESTING PROTOCOL</u>	<u>10</u>
<u>3.1 OFFICE OF AFFIRMATIVE ACTION / ORGANIZATION COMPLIANCE FORM</u>	<u>11</u>
<u>3.2 SCHEDULE OF PRICES</u>	<u>11</u>
<u>3.3 PROPOSER'S REQUIRED CERTIFICATIONS TO PERFORM WORK</u>	<u>11</u>
<u>3.4 INSURANCE POSITIVE STATEMENT</u>	<u>11</u>
<u>3.5 CONTRACTOR'S INDUSTRIAL SAFETY RECORD</u>	<u>11</u>
<u>3.6 CONFLICT OF INTEREST</u>	<u>11</u>
<u>3.7 EEO CERTIFICATION</u>	<u>11</u>
<u>3.8 CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION</u>	<u>11</u>
<u>3.9 PROJECT REFERENCES</u>	<u>11</u>
<u>3.10 FIRM/ORGANIZATION INFORMATION FORM</u>	<u>11</u>
<u>3.11 FIRM/ORGANIZATION COMPLIANCE FORM</u>	<u>11</u>
<u>3.12 GAIN EMPLOYMENT COMMITMENT AND AFFIDAVIT</u>	<u>11</u>
<u>4.1 ATTACHMENTS</u>	<u>12</u>

Section 1

REDWINE'S CAPABILITIES

Qualifications for the Proposed Project, "As-Needed Underground And Aboveground Storage Tank Certification"

1.1 Background

- Redwine-Manley Testing Services, Inc. is a professional environmental services company established in 1986 with offices in Bakersfield and San Pedro, California. As a small, minority, woman-owned business, Redwine has concentrated on staffing with highly qualified professionals who know the business because of their training and their experience. Redwine holds a class A-Haz Engineering California Contractors license.
- Approved Affirmative Action Program
- Adequate insurance and indemnification capacity to accomplish projects within the required timeframes.

See Section 4.1 Attachments

1.2 Experience

Redwine management has years of experience in environmental compliance and response to regulatory UST operator compliance issues. Redwine has successfully completed over 2400 tank projects on time and within budget in its sixteen-year history. This experienced team brings knowledge of the full range of typical activities required by a project of this type. Redwine's long record of accomplishment in completion of projects within budget and within the allowed time is testimony to the capabilities of the Redwine Staff. Redwine personnel and its subcontractor have the experience and training necessary to fulfill each and every requirement of this project

(See Section 1.6 Key Personnel Resumes)

- A. Senior experience as public, regulatory, legal, and governmental liaisons
- B. Familiarity with agency jurisdictions for this project
- C. Hundreds of site investigations, feasibility studies, remedial action workplans and remedial technology design
- D. Senior experience as public, regulatory, legal, and governmental liaisons
- E. Sixteen years experience with underground tank and turnkey investigation projects, especially those *involving hazardous materials or waste*.

We are especially qualified for this project because for more than three years Redwine has provided many of the certifications/inspections in the form described in the specifications contained in this request for proposal. Redwine is the incumbent contractor to the County of Los Angeles for "As-Needed Tank Certification", adopted by the Board of Supervisors on August 7, 2001.

As incumbent contractor to the County of Los Angeles, Redwine has demonstrated its superior technical and administrative abilities under all conditions – the routine and the unique. This specialized experience will insure that the County of Los Angeles will have in this Contractor a team of Field and Administrative professionals with a proven record of its performance.

***No health or safety incidents *Familiar with each county tank and its surrounding site conditions**

1.3 Organization

Redwine-Manley Testing Services, Inc., established in 1986, operates as a taxable corporation, incorporated in the State of California. Redwine is a small, woman-owned, disadvantaged business and hold current multi-agency certifications. Redwine is a graduate of the Small Business Administration 8 (a) program and holds a current SDB certification with the US Small Business Administration.

(See section 4.1 Attachments)

1.4 Staff

Quality in any industry is the ability to achieve the result perceived by the client and to do so in a business-like manner. Business-like is taken to mean a knowledgeable and efficient application of labor and equipment to each task. The end result must meet the industry standards as well as reaching the clients goals. Elements that contribute to management quality can be defined:

- ▶ Communication
- ▶ Accounting
- ▶ Schedule
- ▶ Budget
- ▶ Site Coordination
- ▶ Site Control
- ▶ Health and Safety
- ▶ Planning
- ▶ Technical Knowledge
- ▶ Experience
- ▶ Pride

Redwine communicates the importance of understanding project tasks, methods of accomplishment, performance criteria, and delivery expectations to all levels of its staff. Redwine tracks performance by a combination of on-site project management and accounting of time and charges against each budget. Field activity sheets are returned to the office at the end of each day. Information on daily activities, procurement commitments and deliveries is reported weekly for management review and response. In turn, project management reports regularly on progress and performance to client's representative. Management benefits from the use of computer based planning and scheduling software. Coupled with the computer based accounting system, an ongoing description of the progress is produced with the networking now available, transmission of the information keeps all abreast of the rate of completion of the tasks and any variations to time and scheduling. Historic site data is kept in either an excel or paradox database. This information is updated weekly. This information can be utilized for follow-on site work or future budget and planning. The database can be tailored to individual project needs; Information gathered and stored includes, but is not limited to:

- Site and contact information
- Test, inspection, service descriptions
- Test, retest, inspection dates
- Certifications/deficiencies
- Equipment descriptions and serial numbers
- Expenditures/Purchase order numbers
- Test, retest, inspection results

1.5 Key Personnel

Redwine's core staff is not subject to rapid turnover. To the contrary, the core staff is long term, retained because they find challenge, satisfaction in the quality of performance achieved by the company, adequate compensation, and a team atmosphere. Redwine fully expects for the core staff and key personnel to remain stable through the full period of contract performance.

➤ Noel Plutchak	Technical
➤ William Merselis	Project Manger/Health and Safety
➤ Jim Albitre	Technical
➤ Michael Moore	Technical
➤ Dugan Turner	Scheduling/Dispatch

1.6 Key Personnel Resumes

NOEL PLUTCHAK

WILLIAM MERSELIS

JIM ALBITRE

DUGAN TURNER

1.7 Subcontractor Information

Redwine understands the importance of providing opportunities for minority, women-owned, disabled veterans, and small businesses within our community. We share the values of the County of Los Angeles vision statement and we endeavor to the Gain/Grow Employment Commitment.

Redwine has worked with outstanding subcontractors in its sixteen-year history. Each brings a unique complement of technical skills to service our clients. Each is carefully evaluated to insure conformance with our high standards.

Redwine has selected Rich Environmental to be its subcontractor on this project. The subcontractor has reviewed this Request for Proposal, is familiar with the requirements, and agrees to all its terms and conditions.

Rich Environmental has three years experience on Redwine projects. This subcontractor has demonstrated capabilities consistent with Redwine standards on the following projects referenced in our submittals:

Washington Mutual

Pacific Gas & Electric

Sprint USA

City of Los Angeles

NOEL B. PLUTCHAK

Mr. Plutchak has over 38 years of management and technical experience in basic and applied sciences with an emphasis on multidisciplinary problem solving and computer-support of science and engineering.

Redwine Testing Services, Inc. (1998 to Present)

Project Manager- Responsibilities include site assessment and subsurface geological studies of the relationship between waste disposal and the biological, chemical, geological and physical impacts on the environment for remediation design.

Active Leak Testing, Inc. (1985 to 1998)

President, CEO and Chief Scientist – Founded the corporation in 1985 to provide consulting service to government and industry in the area of subsurface leakage from tanks and pipelines. Company performs in the fields of Environmental Consulting (geology, meteorology, chemistry and physics) and light construction.

Raytheon Services Corporation (1983 to 1986)

Chief Scientist – Technical Advisor to Project Management and Ocean Engineering Division General Manager. R & D efforts focused on large-scale ocean circulation aimed at transport and impact of water borne contaminants offshore.

Interstate Electronics Corporation (1975 to 1983)

Chief Scientist – Oceanic Engineering Division. Staff support to Division General Manager. Assured quality of products and technical input support to programs during data analysis. Acted as Head of Issues Branch, Technical Director for EPA Program and Project Manager on Radioactive Waste Disposal Program.

University of Southern California (1973 to 1975)

Senior Scientist – Environmental Geology Program, Department of Geology. Responsible for design and development of a predictive numerical model for the fate and transport of oil.

Oregon State University (1969 to 1973)

Research Assistant/General Manager of TOTEM Project – Responsible for real-time data acquisition through telemetry from tethered, instrumented spar buoys.

Bendix Corporation (1966 to 1969)

Head of Physical Oceanography, Marine Advisers, Inc. – Responsible for studies on Nuclear Plant Sittings.

Columbia University, Lamont Observatory (1962 to 1965)

Research Assistant – to Dr. Takashi Ichiye. Involved in studies related to turbulence and diffusion process.

EDUCATION:

1964 M.S. Meteorology/Physical Oceanography Option. Florida State University

1960 B.S. Geology, University of Wisconsin

1972 Graduate Studies in Physical Oceanography, Fisheries Biology and Statistics. Oregon State University

LICENSES:

Registered California Geologist #5761

Registered Environmental Assessor #02163

Certified Hydrogeologist #415

California Contractors License #536701 Specialties – A, C10, C12, C57 & Hazardous Materials Handling

State Fire Marshall Approved Hydrostatic Testing Technician/Witness

WILLIAM B. MERSELIS

Mr. Merselis has over 35 years of technical and management experience. Initially he managed small field survey crews, then progressed to project management, program management, and department management within a large corporation.

Redwine Testing Services, Inc. (1998 to Present)

Project Manager - Responsibilities include site assessment and studies of the relationship between contamination and the biological, chemical, geological and physical impacts on the remediation process.

Active Leak Testing, Inc. (1986 - 1998)

Vice President and General Manager - Responsible for overall management of the office and the company's business activities. Manages general day to day actions necessary to run a small business, such as personnel policies and activities, finances and accounting, business development, marketing and sales, client liaison, project direction, scheduling and budgeting.

Santa Fe Braun Inc., Alhambra, California (1984 - 1986)

Senior Coordinator - Responsible for coordination of Senior Management, Project Managers, Estimating, Finance, Legal and sales support team efforts to ensure accurate and timely completion of proposals and contact documents.

McClelland Engineers, Inc., Ventura, California (1982 - 1984)

Senior Geologist - Responsible for new business development for the Engineering Geosciences Department. Involved in planning, technical and business proposal preparation and presentation to clients.

Interstate Electronics Corporation, Anaheim, California (1969 - 1982)

Program Manager - Geologic hazards programs for offshore California. Responsible for project control, performance and final technical reports. Program involved area background analysis, survey planning, mobilization, field survey, data collection, analysis and reports. Both analog and digital data were recorded, processed and analyzed to produce the required maps and reports.

Regional Coordinator - Directed the preparation of environmental assessments and environmental impact reports for EPA Contract.

Program Manager - Site reconnaissance and characterization survey. Responsible for management, liaison with BLM, scheduling, budgeting, and reporting, including technical briefing presentations. Directed the technical program from initial planning and preparation, through new and innovative field survey techniques, to data analysis and synthesis, map production and preparation of the final report.

Manager of Environmental Sciences Department - Consisting of 30 scientists, engineers and technicians who performed surveys, studies, data processing and reporting on environmental and engineering requirements of industry and government.

Project Manager - Responsible for direction of scientists, engineers and consulting firms on numerous projects. Complete project management, budget, schedule and technical content. Managed a study for EPA for the development of a national coastal water quality monitoring network using existing capabilities.

Bendix Marine Advisors, Inc., California/Hawaii (1963 - 1969)

Manager, Hawaii Office - Responsible for the professional and technical activities in Hawaii and the Western Pacific. Completed numerous studies and surveys in Hawaii, California, Alaska, Okinawa, Taiwan, the Philippines and Vietnam.

EDUCATION:

- 1961 Master of Science Degree in Geology, University of Southern California, Los Angeles, California
- 1958 Bachelor of Arts Degree in Geology, William College, Williamstown, Massachusetts

LICENSES:

Registered Environmental Assessor #1759
California Contractors License #677649 - A, C57
State Fire Marshal Approved Hydrostatic Testing Technician/Witness

Jim R. Albitre

Objective

I am looking for a position to utilize my experience knowledge and skills to make a company safe and as efficient I can help make it.

Experience 1993-2003 Comforce Irvine, CA
Associate Engineer / Inspector – contracted to Kinder Morgan Pipeline integrity group.
Coordinate dispatch and training inspectors and review reports
Schedule pig runs, repairs and pressure tests with project managers
Review pigging contractor reports generate preliminary dig lists
Work with the environmental department on excavation procedures as Inspector
Oversee installation of new piping
Oversee the launching tracking and receiving of inspection tools
Locate and mark dig sites
Oversee digs and repairs
Draw as built
Resigned from Kinder Morgan for differences in management philosophy.

1982-1993 Northwest Pipeline Vancouver, Washington
Survey Supervisor Spread Four and Spread Six
Coordinate and dispatch thirty-four man survey department
Oversee Preliminary to as built surveys also fabrication
Assist construction supervisor on re-routs prior to construction and construction line changes
Review all survey reports and field books
Submit daily reports to chief inspector and weekly reports to survey coordinator
Spread Six
Oversee pipe as built and horizontal control on a 5000' Columbia River crossing

1990-1992 Iroquois Gas Transmission Rhinebeck, NY
Coordinate and dispatch a thirty-man survey department
Oversee Preliminary to as built surveys also fabrications
Assist construction supervisor on re-routs prior to construction and construction line changes
Submit daily reports to chief inspector Review all field books

1989-1990 Santa Fe Pacific Pipelines Los Angeles, CA
Tank Inspector
Coordinate contractors for cleaning repairs and internal coating for refined petroleum storage tanks

1989 Williams Brothers Engineering Los Angeles, CA
Inspector
Inspector on a fiber optic line from Los Angeles to San Francisco
Located underground pipelines
Oversee the excavation of assist pits
Layout trenching for new pipe
Draw as built

1989 Harold Hardin Land Survey Bakersfield, CA
Instrumentman on a two-man survey crew on pump station layouts

1988-1989 Southern Pacific Pipelines Los Angeles, CA
Inspector
Stake ditch on four 60-mile loops
Ditching Boring Hydrostatic testing inspector

1987-1988 Salomon Pipeline Construction Co. Bakersfield, CA
Equipment Operator / Job Forman
Install sewer and waterlines a utility trenching

1986-1987 Celeron Gathering Maintenance Bakersfield, CA
Surveyor / Party Chief
Pipeline layout road and creek drawings
Preliminary ditch stake and as built surveys
Layout pump stations

1984-1986 All American Pipeline Bakersfield, CA
Set up road and creek crossings
Preliminary ditch stake an as built surveys
Tie ins and profiles

JOEL DUGAN TURNER

EDUCATION

1971 Attended Cal State Bakersfield – Started Master Degree Studies
1968 – 1971 Graduate of University of California at Fresno, Bachelor of Science degree in Ag. Business
1968 College – Graduate of Bakersfield College with A.A. Degree, Business Administration major
1966 Graduate of Bakersfield High School, General academics courses

SPECIALIZED EDUCATION

2003 Incon Training and Certification Class
2003 San Joaquin Valley APCD Certification Class
2000 California State Contractors License #532878 A HIC HAZ
1998 California State Contractors License #532878 A
1998 State Fire Marshal Approved Hydrostatic Testing
1993 U. S. Test Certification
1993 AES PLT 100R Line Test Certification
1987 Hazardous materials handling course – Bakersfield, CA
1987 Completed Certification in Underground Tank Testing Course (Horner Ezy-Chek)
1985 Became Notary Public
1980 Completed Fireman Funds School for Advanced Studies of Workers Compensation
1979 Attended Claremont College, School of Advanced Agency Management Received a Certificate of Completion
1977 Completed Hartford School of Commercial Lines at University of Southern California. Received Certificate of Completion
1976 Attended Certificate Life Underwriters Course in “Variable Annuities”. Received License
1972 “Life Only” License – State of California
1972 Completed Correspondence Course of Anthony Schools for Licensing of Property and Casualty Insurance – Received Solicitors License from State of California

WORK EXPERIENCE

1986 – Present Co-founder and operations manager of Redwine Testing Services, Inc. I have played an integral part in bringing this company from a concept to a viable entity, which is currently considered to be a very competent and reputable tank testing concern in a very competitive industry. Through my efforts this company has received major commercial and government contracts.
Duties Include: Day to day office management, supervising and assisting in testing operations and interfacing with all personnel involved in a project, project quality control and safety control. I created and oversaw the implementation of technical formats and the safety contingency plan currently in use for Government Projects.

1985 – 1986 President, Karpe-Turner Insurance, Bakersfield, California
1971 – 1985 Elmer F. Karpe Insurance, Bakersfield, California
Position – Insurance Agent, covering all phases of insurance

PROFESSIONAL AFFILIATIONS & ACTIVITIES

- Member National Fire Protection Association
- State Registered Environmental Assessor: Applied for
- Member of Board of Directors of the Independent Insurance agents of Kern County for six years
- President of Independent Insurance Agents Association for two years
- Chairman of “Bid I Day” convention for two years
- Represented California Independent Insurance Agents as a political Lobbyist at State Legislature regarding AB149, (One Bank Holding Co.), and was successful in efforts towards its passage

Together Redwine and Rich Environmental was one of the first teams with Regulatory Agency recognition to conduct SB 989 testing statewide. Together we have conducted hundreds of SB 989 tests, earning the respect and confidence of clients and regulators alike.

Subcontractor Submittals

License

Certifications

Resumes

Subcontractor Forms

Certificates of Insurance

1.7 Financial References

Redwine is rated by Dun and Bradstreet. Our good credit history with our reliable suppliers insures adequate resources for this project. Redwine excellent fiscal responsibility has enabled the company to establish funding resources with its banking institution, further insuring no disruption in large project performance.

Bank of America
5021 California Avenue
Bakersfield, CA 93309

Ph. (661) 633-5380
Contact: Connie Bruni
Account No. 09065-04756

Petroleum Marketing Equipment
740 Monroe Way
Placentia, CA 92870

Ph. (714) 577-7878
Contact: John Scranton
Account No. REDTES 95- 4442409

Fergusons Enterprises
1845 Edison Hwy.
Bakersfield, CA 93305

Ph: (661) 327-3851
Contact: Credit Department
Account No. 172746

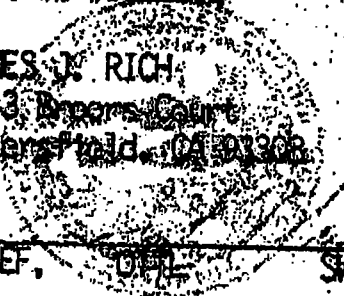
W. W. Grainger
3900 Easton Drive
Bakersfield, CA 93309

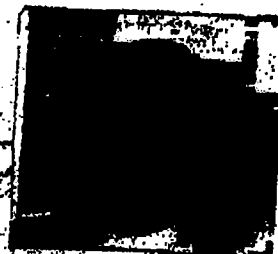
Ph. (661) 327-4651
Contact: Credit Department
Account No. 054-82-226-275-4

STATE OF CALIFORNIA
WATER RESOURCES CONTROL BOARD
UNDERGROUND STORAGE TANK TESTER LICENSE

License #90-1072 EXPIRES: 12/31/2002

JAMES J. RICH
5643 Brooks Court
Bakersfield, CA 93308

CHIEF,  S.W.R.C.B.





Certified Tester
TS-STIS Sump Testing System

This certifies that
James Rich of Rich Environmental
has been trained in the installation and operation of the above
INCON System.

Steve Lawrence
INCON Technical Service Rep.

Completion Date: 05/10/2002

*****CERTIFICATION*****

This is to certify that

JAMES J. RICH

CERTIFICATION NUMBER: 601.LT

has completed a course

in fundamentals of line testing methods

incorporating use of the


Hasstech ACURITE™ Pipeline Tester

according to NFPA 334-07.

Date: 11/11/2001

EXPIRATION DATE:
11/12/2003

By



Mike Treat
TRAINING MANAGER

V E E D E R - R O O T

Certificate of Completion

James J. Rich

*has completed the Level 4
course of instruction in
the installation of*

Veeder-Root UST Monitoring Systems

Date November 30, 2001

Patrick W. Schoen
Field Service Manager

Patrick W. Schoen

VEEDER-ROOT Certification

See your sites on all

Name **JAMES J. RICH**

Signature *James J. Rich*

Certification # **562-17-9405**

Certification Level **4**

Expiration Date **05/30/2003**

* See Reverse Side for Explanation of Levels

James J. Rich

Career Objective

To secure a position where my past experience and expertise can be best utilized.

Certifications

Received certification through the State of California in 1982 as Journeyman Pipefitter. Previously was certified by Shell Oil as a pipe welder.

Education

Completed 98 units at Bakersfield College – Major concentrating in Mechanical Engineering courses.

1976 Graduated from North High School, Bakersfield, CA

Professional Experience

1990 to Present Triangle Environmental Corporation Glendale, CA

TECHNICIAN – Scope of responsibilities as a State Licensed Tank Tester involved testing and certifying a variety of service stations equipment such as underground storage tanks, pressurized product lines, and a variety of leak detection equipment. Performed meter calibrations and vapor blockage tests. All tank testing performed utilizing a computerized method for collecting data. Assisted in the training of new employees. Traveled extensively throughout U. S.

1987 to 1990 Associated Environmental Systems Bakersfield, CA

NORTHERN CALIFORNIA OPERATIONS MANAGER – Scope of responsibilities involved hiring and training of personnel, quality control, customer relations, testing and certifying a variety of service station equipment such as underground storage tanks, pressurized product lines, and a variety of leak detection equipment. Performed meter calibrations and vapor blockage tests. All tank testing performed utilizing a computerized method for collecting data. Traveled extensively throughout U. S.

1984 to 1987 Oilfield Construction Company Bakersfield, CA

FOREMAN – Primarily responsible for the supervision of a 20-man crew while constructing an oil water separator for Shell Oil Company. Scope of work included the construction of this project from its inception to completion.

1980 to 1983 ARB Oilfield Construction Bakersfield, CA

LEADMAN – Scope of responsibilities while building a water treatment plant, included welding, pipefitting, line testing, and the installation of pneumatic instruments. Directly responsible for employee training and supervision. Also acted as troubleshooter for the duration of the project.

Summary

Background encompasses extensive experience in: Troubleshooting, repair and preventative maintenance of motors, strong mechanical abilities, plumbing/pipefitting, pipe welding, steel, stainless, MIG and TIG. Computerized underground tank and line testing, leak detection equipment, troubleshooting and repair of monitoring systems. Meter calibration, service station maintenance technology, supervision and training of employees. Working knowledge of computers.

Certifications Attained

1993	Pollulert Installation
1993	Universal Sensors & Devices, Inc.
1993	Tidel Engineering
1993	Owens Corning Fiberglass DWT - Type
1993	Acurite Cert # 961.LTN
1993	Ronan Monitor Cert # 7603-0603
1990	Underground Storage Tank Testers License State of California State of Oregon State of Washington
1990	Triangle Environmental System 4000 Master Instructor
1990	Red Jacket Electronics
1989	40-Hour Hazardous Material & Confined Space
1988	AES System II Regional Instructor
1982	Pipefitter /Plumber Incon Cert. # 02112541 #1 - 02112542 #2- 02122543 #3 Leak Alert Vacu Smart Alert Cert # 2003003 Veeder-Root EBW Cert # 04144 South Coast Licenses # 1119, Cert. # 98095 Periodic Compliance South Coast Rule 461 Cert # 98095 San Joaquin Valley APCD Cert # 9405 Contractors State License Board # 809850 Classifications - C61/040

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
SBE Firm/Organization Information Form

proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: <u>Rich Environmental</u>	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

ii. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input checked="" type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 8						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1			5	1

1. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

2. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: Owner	Date: 11-15-04
--	--------------	----------------

CONFLICT OF INTEREST CERTIFICATION

FORM PW-5

- ☒ sole owner
☐ general partner
☐ managing member
☐ President, Secretary, or other proper title) _____

of Rich Environmental

Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed _____

Date 11-15-04

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:	RXX Rich Environmental		
Company Address:	5643 Brooks Court		
City:	Bakersfield	State:	CA Zip Code: 93308
Telephone Number:	661-392-8687		
(Type of Goods or Services):	UST Testing		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☒ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

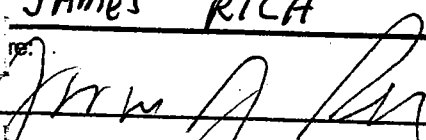
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance


☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I am under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Name:	JAMES RICH	Title:	Owner
Signature:		Date:	11-17-04

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name Rich Environmental

Address  ~~XXXXXXXXXX~~ 5643 Brooks Court, Bakersfield, CA 93308

Internal Revenue Service Employer Identification Number 01-0575017

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Authorized representative

JAMES RICH

Signature

Date

11-15-04

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

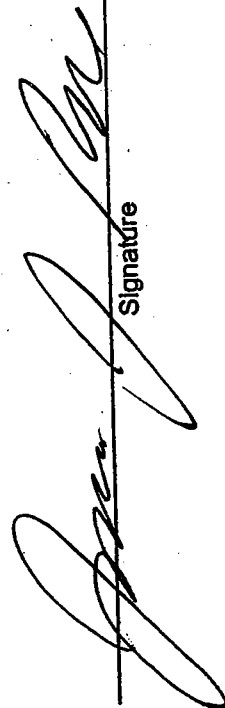
PROPOSED CONTRACT FOR: As-Needed Underground and Aboveground Storage Tank SERVICE BY PROPOSER Rich Environmental
 PROPOSAL DATE: 11-15-04 Certification

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separat information shall be submitted for each particular partnership, joint venture, corporate or individual proposer. The proposer may attach any additional information c explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstance surrounding any and all fatalities.

5. CALENDAR YEARS PRIOR TO CURRENT YEAR

	1999	2000	2001	2002	2003	Total	Current Year to Date
1. Number of contracts	320	350	360	400	512	1,942	584
2. Total dollar amount of Contracts (in thousands of dollars)	400,000	425,000	433,000	510,000	600,000	2,368,000	633,000
3. No. of fatalities	0	0	0	0	0	0	0
4. No. of lost workday cases	0	0	0	0	0	0	1
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0
6. No. of lost workdays	0	0	0	0	0	0	3

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

11-15-04 James. J. Rich
 Date Name of Proposer or Authorized Agent (print)
 Signature

FORM PW-10

GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:



has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

- ☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title Owner
Firm Name Rich Environmental	Date 12-14-04

STATE
COMPENSATION
INSURANCE
FUND

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 11-15-2004

GROUP:
POLICY NUMBER: 1659420-2004
CERTIFICATE ID: 7
CERTIFICATE EXPIRES: 02-06-2005
02-06-2004/02-06-2005

COUNTY OF LOS ANGELES
ATTN: DEPARTMENT OF PUBLIC WORKS
P.O. BOX 1460
ALHAMBRA CA 91802-1460

This is to certify that we have issued a valid Worker's Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.



AUTHORIZED REPRESENTATIVE



PRESIDENT

STANDARD POLICY EXCLUSIONS: INDIVIDUAL EMPLOYERS, HUSBAND AND WIFE EMPLOYERS, EMPLOYEES COVERED UNDER CPL INSURANCE AND EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 11-15-2004 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

RICH, JAMES J AND RICH, JEANNIE A
5643 BROOKS CT
BAKERSFIELD CA 93308

Section 2

2.1 Workplan

Redwine is licensed and capable of providing an annual site inspection, calibration and certification of each UST monitoring device. We are Veeder-Root system (VR) and Ronan certified and are familiar with the Ronan attachment to the VR for the signal light and alarm and their test protocols. We have installed and certified both the VR/TLS – 250 and 350 the probes and various sensors. We are also EBW Auto Stick certified, and have worked on various types of monitors or gauges on above ground storage tanks.

- Based on our sixteen years of experience with the City of Los Angeles and three years experience with the County of Los Angeles for monitor certification, tank and line testing, and minor repairs on their sites with over 222 UST's we have learned the importance of scheduling our work and being prepared for emergencies and added work requirements.
- Scheduling is critical so that your office, any regulator and each facility will know when we will be coming and what we will be doing. That way, if there is a regulatory issue, question, or a known or intermittent problem in the system operation, one of the knowledgeable county personnel and regulator can be there to witness our work, test and certification if they wish.
- As an example on our previous LA City work the tank and line testing require that the UST's needed to be out of service for a period of time for us to schedule a fuel drop and to do the system testing.
- If necessary with proper scheduling Redwine personnel can work on any site at any time of the day. We have a 800 number telephone system monitored 24/7, we will return calls within one hour and we can respond onsite to any emergency within 24 hours of your call.
- Within a week of our initial contract kick off meeting Redwine will present to you our work plan of action and proposed schedule for the initial site visit to conduct UST monitor inspections, evaluations and if in operation test and certify the monitors. You can then review and approve or make changes as necessary to our proposed schedule and we'll be ready to get underway.
- Our plan/schedule for monitor certifications will be based on your critical regulatory needs and a reasonable site location grouping (i.e.) two Malibu sites would be done in one day. We expect that each of our three service trucks can visit two LA city area sites in one day thus dedicated to your project we can visit

all of the 68 sites within four weeks for the initial inspection/certification. Within two weeks you will receive an initial report of the status of each site.

- During the initial site visit our service expert will complete a site assessment evaluation form (previously designed with you) in order to log all UST compliance issues to meet all of the current fuel dispensing operation regulations of the Federal, State and Local jurisdictions. This form will then be reviewed in the office and recommendations, response time and repair cost estimates will be forwarded to you as a letter report.
- While on site we typically inspect the following for regulatory compliance: dispenser, hose, boot, nozzle, breakaway, retraction system, pump (suction or turbine) drop tube, check valve, accessible fill boxes, spill boxes, man ways and dispenser pans, and pressure-vacuum vent cap, and if site has meet the April 15, 2005 Enhanced Vapor Recovery Upgrade Mandate.
- During the initial site visit if the monitor system is operational and the sensors and probes are working properly then the system will be certified. Redwine will put a paper label seal on the panel indicating the date of inspection/certification and prepare the proper documentation/report for regulatory requirements.
- Redwine will review all of your existing records and assemble these in a specific order for each site manual (manuals have been previously submitted to each site under earlier contract). This will list and contain all the documentation needed for each site, as the data sheets are completed they will be added to the manual for the site. A duplicate of everything will also be delivered to the project manager.

Redwine will enhance Department of Public Works response to regulatory UST operator compliance issues. Because of our **sixteen years experience** dealing with the numerous city, county and AQMD regional inspectors from **Fresno to San Diego** we believe that we have an excellent familiarity with the rules and with the typical compliance issues that the Department of Public Works must deal with.

Redwine is prepared to work either with your staff, your staff and the regulator or directly with the regulator on your behalf on compliance issues. Our experience is that if one takes a proactive cooperative approach with the regulator most issues can be resolved in a timely and cost effective manner.

Redwine understands that the initial and primary focus of this contract is the certification of the UST monitors and the initial site assessment for total compliance. However, based on our experience we recognize that during the initial visit minor service station type replacements may be required. Redwine's trucks are stocked with parts and we are prepared to reinforce your existing site maintenance program if so authorized.

If water, fuel or debris are found in any of the openings Redwine will immediately report that situation to the project manager with our assessment of the probable cause. We are prepared to clean these containment areas and can do so upon request at the prices quoted here in or provide a quotation to do so if beyond that listed in the pricing here in.

We can respond in a timely fashion to other service requests priced here in and on those outside the scope of this contract when requested by the Department of Public Works project manager and approved by the contracts officer.

Once sites are in full compliance and the manual is complete Redwine will maintain for you a computerized schedule for the timely annual UST inspection, evaluation and certification service to keep each site in compliance.

Redwine is a State of California Contractor holding an A and HAZ license. We have been a State certified tank, pipeline and vapor recovery testers, (i.e.) leak decay and dynamic back pressure testing, weights and measures calibration inspectors and monitor installers and certification contractor for fourteen years. Therefore, **Redwine is experienced and is capable to provide all of the testing and certifications needed by the Department of Public Works for all existing city, county, AQMD, state and federal requirements.**

2.2 Monitoring Maintenance Program

Redwine's Monitoring and Maintenance program includes the following services: maintain current monitoring system, alarm response, calibrations, and documentation

Inspection and Maintenance:

1. Talk to facilities personnel for system history.
2. Check out panel. Verify each electrical channel and calibrate as necessary.
3. Check vadose monitoring well condition for damage and for vapor or liquid presence.
4. Check the operation of each probe.
5. Check cable continuity.
6. Test line leak detector.
7. Test spill box with Incon system.
8. Replace defective or non-functioning parts (with clients approval).
9. Test system continuity and verify proper system operation then reseal panel.
10. Submit report on findings and corrections to client/regulatory agency.

2.3 Alarm Response

1. Upon notification by Client, Redwine will assess the alarm condition.
2. Site visit to investigate cause of alarm (i.e. product leakage or false alarm).
3. If it appears to be a false alarm, check out the system as defined above.

Documentation:

1. Submit a leak investigation report for each alarm response.
 2. Submit a report identifying type of equipment repair and parts needed.
- Prices are subject to type and number of sensors, panels and tank contents.
 - Repair costs are based on parts and labor, but fixed prices can be quoted.
 - Soils and ground water assessment work by quotation.

Redwine is a full service company, therefore if the tank system needs compliance upgrades (i.e. overspill containment, enhanced vapor recovery) or repairs, or if leak condition requires soils or ground water assessment for contamination, we can

provide those services.

2.4 SB 989 Testing Protocol

1. Notification to regulators.
2. Pressure wash all dispenser pans and sumps.
3. Fill sumps and pans with test medium (water).
4. Test with Incon sump tester.
5. Vacuum test secondary lines and annular space.
6. Remove all test medium and recycle.
7. Complete paper work and file with regulatory agency, site contact and County Contract Representative.

Section 3

3.1 Office of Affirmative Action /Organization Compliance Form

3.2 Schedule of Prices

3.3 Proposer's required certifications to perform work

3.4 Insurance Positive Statement

3.5 Contractor's Industrial Safety Record

3.6 Conflict of Interest

3.7 EEO Certification

3.8 Child Support Compliance Program Certification

3.9 Project References

3.10 Firm/Organization Information Form

3.11 Firm/Organization Compliance Form

3.12 Gain Employment Commitment and Affidavit

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
SBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Redwine-Manley Testing Services, Inc.	
<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input checked="" type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: 76423	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 7						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	
Hispanic/Latino		1				
Asian or Pacific Islander						
American Indian					1 D.T.	
Filipino						
White	1		2		1 D.T.	1

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	28 %
Women	%	72 %	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
SBA	X	X	X		5-19-06
OSBCR	X	X	X		3-31-06

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: President	Date: 11-15-04
--	---------------------	-------------------

VERIFICATION OF PROPOSAL

DATE: 11-15, 2004 **THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:**

1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.

2. NAME OF SERVICE: As-Needed Underground and Aboveground Storage tank Certification

DECLARANT INFORMATION

3. NAME OF DECLARANT: Denise Turner

4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).

5. MY TITLE, CAPACITY OR RELATIONSHIP TO THE PROPOSER IS: President

PROPOSER INFORMATION

6. Proposer's full legal name: Redwine-Manley Testing Services, Inc.

7. Proposer's fictitious business name or dba (if any): None

8. The Proposer's form of business entity is (CHECK ONLY ONE):

☐ Sole proprietor

☒ A corporation:

Corporation's principal place of business: Bakersfield

State of incorporation: CA

President/CEO: Denise Turner

Secretary: Dugan Turner

☐ A general partnership:

Names of partners:

☐ A limited partnership:

Name of general partner:

☐ A joint venture of:

Names of joint venturers:

☐ A limited liability company:

Name of managing member:

9. The only persons or firms interested in this proposal as principals are the following:

Name(s)	Denise Turner	Title	President	Phone	661-834-6993	Fax	661-836-3177
Street	P.O. Box 1567	City	Bakersfield	State	CA	Zip	93302-1567
Name(s)	Dugan Turner	Title	Vice President	Phone	661-834-6993	Fax	661-836-3177
Street	P.O. Box 1567	City	Bakersfield	State	CA	Zip	93302-1567
Name(s)		Title		Phone		Fax	
Street		City		State		Zip	

10. This proposal is made without collusion with any other person, firm, or corporation. The proposer has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Proposer's own knowledge. The proposer has carefully examined the specifications, both general and detail, any drawings attached, and any additional communications sent and makes this proposal in accordance therewith. If this proposal is accepted, the proposer will enter into a written contract for the performance of the proposed work with the County of Los Angeles, accepting in full payment for work actually done the prices shown in the attached schedule. It is understood and agreed that the quantities set forth in the attached schedule and the Request for Proposals are but estimates, and that the unit prices will apply to the actual quantities, whatever they may be.

☐ (1) I am making these representations on my personal knowledge:

OR

11. CHECK ONE:

☒ (2) I am making these representations based on information and belief that they are true.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct.

Signature of Proposer or Authorized Agent:

Denise Turner

Type name and title:

Denise Turner, President

SCHEDULE OF PRICES


The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are but estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>EST. UNIT</u>	<u>PROPOSED PRICE</u>
1.	UST/AST REGULATION COMPLIANCE				
a.	UST/AST Inspection, Evaluation	Tank	\$ <u>100.00</u>	68	\$ <u>6,800.00</u>
b.	UST/AST Monitor Certification	Each	\$ <u>250.00</u>	70	\$ <u>17,500.00</u>
c.	UST/AST Vapor (Air Quality Management District) Certification	Tank	\$ <u>250.00</u>	48	\$ <u>12,000.00</u>
d.	Secondary Containment Testing (Senate Bill 989) including spill bucket, under dispenser containment, tank annular space.	Tank	\$ <u>400.00</u>	167	\$ <u>66,800.00</u>
e.	Veeder Root TLS-350 Unit (without regard to sensors)	Each	\$ <u>4,551.00</u>	4	\$ <u>18,204.00</u>
TOTAL					\$ <u>121,304.00</u>
2.	GENERAL MINOR AS-NEEDED REPAIR AND PARTS				
a.	UST/AST Repair Parts Discount. Discount off manufacturer's retail price listed in current Charles E. Thomas Parts Catalogue			Discount Percentage	<u>5%</u> %
b.	Transportation and Labor (Rate to include travel time and vehicle expenses)			Total Hourly Rate	\$ <u>60.00</u>

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATE OF TIME IN 10TH OF HOURS</u>	<u>HOURLY RATE FROM ITEM 2.b</u>	<u>EST. UNITS</u>	<u>PROPOSED PRICE</u>
3.	Estimated Time to Complete in 10th of an Hour				
	a. Hose Replacement				
	i. For Unleaded Dispenser Hose: Dayco, Petroflex, Coaxial, Vapor Recovery, Gasoline Hose Assembly:				
	(1) Part No. 7574BTN-24 (2-foot)	<u>5</u>	<u>60.00</u>	<u>1</u>	<u>\$ 30.00</u>
	(2) Part No. 7574BTN-48 (4-foot)	<u>5</u>	<u>60.00</u>	<u>1</u>	<u>\$ 30.00</u>
	(3) Part No. 7574BTN-96 (8-foot)	<u>5</u>	<u>60.00</u>	<u>1</u>	<u>\$ 30.00</u>
	(4) Part No. 7574BTN-150 (12.5 foot)	<u>5</u>	<u>60.00</u>	<u>1</u>	<u>\$ 30.00</u>
	ii. For Diesel Dispenser Hose: Goodyear, UL Listed, Flexsteel, Hardwall, Gasoline Hose (1-inch by 15-foot), Flexsteel-S, Part No. 559N	<u>5</u>	<u>60.00</u>	<u>1</u>	<u>\$ 30.00</u>
	b. Nozzle Replacement				

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATE OF TIME IN 10TH OF HOURS</u>	<u>HOURLY RATE FROM ITEM 2.b</u>	<u>EST. UNITS</u>	<u>PROPOSED PRICE</u>
i.	Unleaded: Emco Wheaton, Automatic, Vapor Recovery Nozzle, Model No. A4005- 002 with black boot cover	<u>5</u>	<u>60.00</u>	3	\$ <u>90.00</u>
ii.	Diesel: Emco Wheaton, Automatic, Small Diesel Nozzle, Model No. A2000- 247 with green boot cover	<u>5</u>	<u>60.00</u>	3	\$ <u>90.00</u>
c.	Breakaway (dry-break) Unit: OPW, Coaxial Breakaway, Model 66-Coaxial, Part No. OPW66 CL-0250	<u>5</u>	<u>60.00</u>	75	\$ <u>2,250.00</u>
d.	Pulser Replacement: 100 to one, Optical Pulser Assembly	<u>10</u>	<u>60.00</u>	11	\$ <u>660.00</u>
e.	Drop Tube Replacement: CARB approved Dual Point Style OPW Drop Tube Kit, No. OP 61 SO-410C	<u>20</u>	<u>60.00</u>	3	\$ <u>360.00</u>
f.	Vent pipe poppet valve	<u>5</u>	<u>60.00</u>		\$ <u>30.00</u>
TOTAL					\$ <u>3,630.00</u>

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>EST. UNIT</u>	<u>PROPOSED PRICE</u>
4.	As-Needed Minor Water and Debris Accumulation Removal				
a.	Spill Box cleaning service	Each	\$ 89.00	5	\$ 445.00
b.	Haul-away fee per gallon (10 gallons or less)	Gallon	\$ 3.50	50	\$ 175.00
TOTAL					\$ 620.00
TOTAL PROPOSED ANNUAL PRICE					\$ 125,554.00

LEGAL NAME OF PROPOSER Redwine-Manley Testing Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Vice President		
DATE 11-15-04	STATE CONTRACTOR'S LICENSE NUMBER 532878	LICENSE TYPE A HAZ
PROPOSER'S ADDRESS: P.O. Box 1567 Bakersfield, CA 93302-1567		
PHONE 661-834-6993	FAX 661-836-3177	E-MAIL redwinetest@prodigy.net

P:\aspubl\CONTRACT\Legal\USTAST Cert\Sched Prices UnderAbove STC.doc

REGISTRATION SERVICES AGENCY
CONTRACTORS STATE LICENSE BOARD



9835 GOETHE ROAD, SACRAMENTO, CALIFORNIA
MAILING ADDRESS: P.O. BOX 26000
SACRAMENTO, CA 95826
(916) 255-3900 or 1-800-321-2752

TO: REDWINE - MANLEY TESTING SERVICES INC
P O BOX 1567
BAKERSFIELD, CA 93302

DATE: 07/08/1998

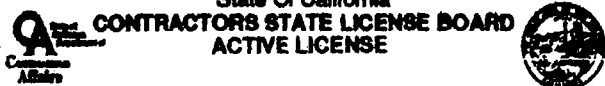
LICENSE: 532878

DEAR LICENSEE:

JOEL DUGAN TURNER was approved as the RESPONSIBLE MANAGING OFFICER/VICE PRESIDENT/SECRETARY for the A GENERAL ENGINEERING CONTRACTOR classification on July 03, 1998.

If you have any questions please contact us at the above address or telephone number.

RME/O Unit



License Number: **532878**

Entity: **CORP**

Business Name: **REDWINE - MANLEY TESTING SERVICES INC**

Classification: **A HAZ**

Expiration Date: **08/30/2006**



STATE OF CALIFORNIA

STATE AND CONSUMER SERVICES AGENCY

CONTRACTORS STATE LICENSE BOARD



Building Quality



HAZARDOUS SUBSTANCES REMOVAL AND REMEDIAL ACTIONS CERTIFICATION

Pursuant to the provisions of Section 7058.7 of the Business and Professions Code, the Registrar of Contractors does hereby certify that the following qualifying person has successfully completed the hazardous substances removal and remedial actions examination.



Qualifier:

JOEL DUGAN TURNER

License No.:

532878

Business Name:

REDWINE-MANLEY TESTING SERVICES

WITNESS my hand and official seal this

day of
FEBRUARY 2000

Cheryl B. Davis
Registrar of Contractors

INC
13L-35 (12/97)

This certification is the property of the Registrar of Contractors. It is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason.

A-8010

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2004PRODUCER (661)834-6222 FAX (661)281-4992
Walter Mortensen Insurance, Inc.
License #90267
4701 Stockdale Hwy.
Bakersfield, CA 93309THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.INSURED Redwine-Manley Testing Services, Inc.
P. O. Box 1567
Bakersfield, CA 93302

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Evanston Insurance Co.

INSURER B: Financial Indemnity

INSURER C: State Fund

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	04ELF00092	03/14/2004	03/14/2005	EACH OCCURRENCE \$ 2,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
		<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		<input checked="" type="checkbox"/> Retro date 3/14/97				PERSONAL & ADV INJURY \$ 2,000,000
		<input checked="" type="checkbox"/> Pollution Liab INCL PROFESSIONAL LIAB.				GENERAL AGGREGATE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B		AUTOMOBILE LIABILITY	C7859748	03/14/2004	03/14/2005	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
		EXCESS/UMBRELLA LIABILITY				AUTO ONLY: AGG \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	165924503	12/17/2003	12/17/2004	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Los Angeles is included as Additional Insured in respects to the general liability per the
written contract. Attached IE-0036-0601.

CERTIFICATE HOLDER

County of Los Angeles
Attn: Dept. of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jack Roth/CH

Jack Roth

Named Insured: Redwine-Manley Testing Services, Inc.
Policy #: 04ELF00092

ENDORSEMENT

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
STORAGE TANK POLICY**

SCHEDULE

Name of Person or Organization:

County of Los Angeles

Attn: Dept. of Public Works

P.O. Box 1460

Alhambra, CA 91802-1460

AS PER WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your Work" for that insured by or for you.

"Insureds are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand, or otherwise alter the terms of the actual policy."

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

STATE
COMPENSATION
INSURANCE

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

FUND CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 11-15-2004

GROUP:
POLICY NUMBER: 1659245-2003
CERTIFICATE ID: 51
CERTIFICATE EXPIRES: 12-17-2004
12-17-2003/12-17-2004

COUNTY OF LOS ANGELES
ATTN: DEPT. OF PUBLIC WORKS
P.O. BOX 1460
ALHAMBRA CA 91802-1460

This is to certify that we have issued a valid Worker's Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.



AUTHORIZED REPRESENTATIVE



PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-17-2002 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

REDWINE - MANLEY TESTING SERVICES, INC
PO BOX 1567
BAKERSFIELD CA 93302

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

As-Needed Underground and Aboveground
Tank Certification

SERVICE BY PROPOSER

Redwine-Manley Testing Services, Inc

PROPOSED CONTRACT FOR:
PROPOSAL DATE: 11-15-04

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5. CALENDAR YEARS PRIOR TO CURRENT YEAR

	1999	2000	2001	2002	2003	Total	Current Year to Date
1. Number of contracts	306	315	323	400	450	1,794	412
2. Total dollar amount of Contracts (in thousands of dollars)	665	670	680	700	753	3,468	703
3. No. of fatalities	0	0	0	0	0	0	0
4. No. of lost workday cases	0	0	0	0	0	0	1
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0
6. No. of lost workdays	0	0	0	0	0	0	60

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

11-15-04 Dugan Turner

Date Name of Proposer or Authorized Agent (print)



Signature

CONFLICT OF INTEREST CERTIFICATION

I, Dugan Turner

- ☐ sole owner
☐ general partner
☐ managing member
☒ President, Secretary, or other proper title) Vice President

of Redwine-Manley Testing Services, Inc.
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

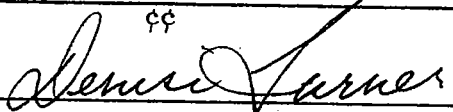
Signed Dugan TurnerDate 11-15-04

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Redwine-Manley Testing Services, Inc.
Address	P.O. Box 1567 Bakersfield, CA 93302-1567
Internal Revenue Service Employer Identification Number	77-0119863

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Authorized representative	Denise Turner
Signature	
Date	11-15-04

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Redwine-Manley Testing Services, Inc.		
Company Address: P.O. Box 1567		
City: Bakersfield,	State: CA	Zip Code: 93302-1567
Telephone Number: 661-834-6993		
(Type of Goods or Services): UST Testing		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☒ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

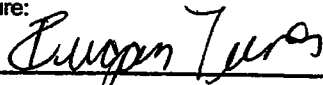
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Dugan Turner	Title: Vice President
Signature: 	Date: 11/15/04

PROPOSER'S REFERENCE LIST

FORM PW-6

PROPOSED CONTRACT FOR: AS-Needed Underground and Aboveground Storage Tank Certification

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone, and fax numbers before listing. Incorrect names, telephone, or fax numbers will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES.

All contracts with the County during the previous three years must be listed.

SERVICE: See PW-6.1	DATES: 8-7-01 to 12-31-04
DEPT/DISTRICT: County of Los Angeles Dept. of Public Works	
CONTACT: Doug Fryer	
TELEPHONE: 626-458-7345	
FAX: 626-458-7346	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: See PW-6.1	DATES: 6-24-04 to 11-30-04
AGENCY/FIRM: Washington Mutual Bank	
ADDRESS: 9451 Corbin Avenue Northridge, CA 91324	
CONTACT: Sandra Shaikin	
TELEPHONE: 818-775-7497	
FAX: 818-775-8117	

SERVICE: See PW-6.1	DATES: 8-88 - OnCall
AGENCY/FIRM: City of Los Angeles	
ADDRESS: 111 East 1st. Street Los Angeles, CA 90012	
CONTACT: Art Rudnick	
TELEPHONE: 213-978-3781	
FAX: 213-978-3788	

SERVICE: See PW-6.1	DATES: 2-6-04 to 2-6-05
AGENCY/FIRM: United Parcel Services	
ADDRESS: 8400 Pardee Drive Oakland, CA 94621	
CONTACT: 510-448-1832 Caroline Arguelles	
TELEPHONE: 510-633-3997	
FAX:	

SERVICE: See PW-6.1	DATES: 1-20-04 to 1-3-05
AGENCY/FIRM: Pacific Gas & Electric	
ADDRESS: 4101 Wible Road Bakersfield, CA 93313	
CONTACT: 661-398-5991 Darrell Hardcastle	
TELEPHONE: 661-398-5982	
FAX:	

A. COUTY OF LOS ANGELES AGENCIES

Service:

County of Los Angeles, Department of Public Works

SB 989 Testing, Monitor Certification, Vapor Recovery Testing, Construction

B. OTHER COVERMENTAL AGENCIES AND PRIVATE AGENCIES

Service:

Washington Mutual Bank

SB 989 Testing, Monitor Certification, Vapor Recovery Testing, Construction

City of Los Angeles

SB 989 Testing, Monitor Certification, Vapor Recovery Testing

United Parcel Services

SB 989 Testing, Monitor Certification, Vapor Recovery Testing, Construction

Pacific Gas & Electric

Monitor Certification, Vapor Recovery Testing

LIST OF SUBCONTRACTORS

The proposer is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should be familiar with Section 2-3 of the Standard Specifications.

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

[illegible]

GAIN/GROW EMPLOYMENT COMMITMENT


The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

- ☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title President
Firm Name Redwine-Mahley Testing Services, Inc.	Date 11-15-04

Section 4

4.1 Attachments

WBE/MBE/SDB Certifications

Contractor Capabilities

Contractor Services



U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, DC 20416

MAY 19 2003

Ms. Denise Turner
President
Redwine-Manley Testing Services
PO Box 1567
Bakersfield, CA 93302

REF: SDB Tracking #: WA0001-00011647
Expiration Date - (Three years from date above)

Dear Ms. Turner:

We are pleased to inform you that your firm is certified as a Small Disadvantaged Business (SDB) under U.S. Small Business Administration (SBA) guidelines. You are now eligible to participate in the SDB Program. Certification is valid for three years from the date of this letter. Your firm will be added to SBA's list of certified SDBs found in PRO-Net, SBA's on-line registry, at <http://pro-net.sba.gov>.

The SDB Program regulations in Title 13 of the Code of Federal Regulations, Section 124.1016(b), require that during your three-year term you report within 10 days any changes in ownership and control or any other circumstances which could adversely affect the eligibility of your firm as an SDB. Failure to do this could result in the decertification of your firm. Please note also that in order for your firm to continue to participate as an SDB after its three-year term, you must reapply for the SDB Program. I wish you much success in your future business endeavors.

Sincerely,

Josephine F. Stallings
Assistant Administrator
Division of Program
Certification and Eligibility
Office of Business Development



Department of General Services • Gray Davis, Governor
PROCUREMENT DIVISION

Office of Small Business and DVBE Certification

707 Third Street, 1st Floor, Room 400 • PO Box 989052

West Sacramento, California 95798-9052 • (800) 559-5529

May 5, 2003

SB APP 20030505

REF# 0010652
REDWINE-MANLEY TESTING SERVICES INC
P O BOX 1567
BAKERSFIELD CA 93302-1567

Dear Business Person:

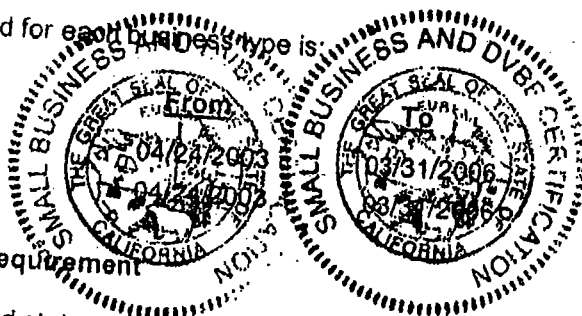
Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

Certification period

Your certification period for each business type is:

Industry

CONSTRUCTION
SERVICE



Annual Submission Requirement

To maintain your certified status, you must annually submit to the Office of Small Business and DVBE Certification (OSDC), proof of annual receipts and proof of employees for your firm and each of your affiliates (if any).

Proof of Annual Receipts

Submit to OSDC, a copy of your firm's and any affiliate firm's ENTIRE federal tax return each year following your certification. Include ALL accompanying schedules, forms, statements, and any other support documents filed with that specific tax return.

If you request a tax filing extension with the Internal Revenue Service, submit to our office a copy of the extension form. When your tax returns are filed, submit a copy of the entire federal tax return to our office.

Proof of Employees

If you have employees whose taxable wages are reported to the California Employment Development Department (EDD) on a quarterly basis, you must annually submit to our office along with your proof of annual receipts, proof of employees for your firm and any affiliates.

We will accept a copy of the EDD's "Quarterly Wage and Withholding Report" (Form DE6) or other format accepted by the EDD. Your employee documents must cover the same four quarters as the tax return you submit for your proof of annual receipts.

If you have out-of-state employees, submit the employee documentation comparable to EDD's "Quarterly Wage and Withholding Report" for the same four-quarter period.

Self-Maintained Online Profile

May 5, 2003
SB APP 20030505

A secure access feature on our website enables you to maintain certain profile information, including customizable keywords to best describe your business specialties with. An enclosed insert provides logon information and instructions to access your online profile. However, firms who have renewed their certifications prior to its certification expiration date will keep the same password and will not receive the online profile insert. If you don't have Internet access, please use the enclosed "Certification Information Change" form to update your profile and keywords.

Reporting Business Changes

You must notify OSDC of all business changes or your certification status will be subject to revocation. The enclosed "Certification Information Change" form identifies specific items that may be reported using the change form and it identifies other changes that require a new certification application submittal.

Prompt Payment Rubber Stamp

The Prompt Payment Act requires state agencies to pay the undisputed invoices of certified small businesses and registered nonprofit organizations on a timely basis. Prompt payment is reinforced by adding interest penalties for late payment. Covered under the Act are certified small businesses that are either a service, manufacturer, or non-manufacturer firm, and nonprofit organizations registered with OSDC.

Compensation on late or unpaid progress payments for certified construction firms is addressed in Public Contract Code, Section §10261.5.

Use of the prompt payment rubber stamp alerts state agencies of a firm's certified small business or registered nonprofit status.

Ordering a rubber stamp

To purchase a prompt payment rubber stamp, submit the enclosed Prompt Payment Rubber Stamp Order Form along with your payment to FRS Marking Devices, 1730 H Street, Fresno, CA, 93721.

Proof of Eligibility

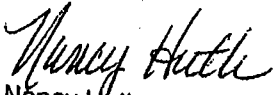
Maintain this original certification letter for future business needs. To demonstrate your firm's small business eligibility, include a copy of this letter in your state contract bid submittals.

Prior to contract award, agencies will assure the vendor is in compliance with the Small Business Act et seq. addressing conflict of interest.

May 5, 2003
SB APP 20030505

If you have any questions, please contact me at 800.559.5529 or 916.375.4940, by e-mail nancy.huth@dgs.ca.gov, or by fax 916.375.4950. The Procurement Division oversees many programs to further state contracting participation. For more information regarding these programs, visit our website at www.dgs.ca.gov or visit the Procurement Division's website at www.dgs.ca.gov/pd.

Sincerely,



Nancy Huth
Certification Officer
Office of Small Business and DVBE Certification

**Standard Industrial Classification (SIC) Code(s)
Certification Approval Attachment**

You selected the following Standard Industrial Classification (SIC) codes and/or contractor's license classifications to describe your firm's business:

***Construction firms are classified by their California contractor's license classification(s).**

<u>Industry</u>	<u>4-Digit SIC Code*</u>	<u>SIC Code Description</u>
CONSTRUCTION	A	General Engineering
	HAZ	Hazardous Substance Removal Certification
	HIC	Home Improvement Certification
SERVICE	7389	Business services, n.e.c.
	8713	Surveying services
	8734	Testing laboratories
	8744	Facilities support management services
	8999	Services, n.e.c.



MICHAEL MOORE
Auditor's Name

REDWINE TESTING SERV
Company

661-834-6993
Phone

T 3080
Certificate #



Cleaning the air that we breathe...



South Coast Air Quality Management District

21865 E. Copley Drive, Diamond Bar, CA 91765-4182
(909) 396-2000 • <http://www.aqmd.gov>

October 25, 2000

Mr. Michael Moore
Redwine Testing Services, Inc.
P.O. Box 1567
Bakersfield, CA 93302

Dear Mr. Moore:

I want to congratulate you on successfully completing the District's training class on conducting vapor recovery performance tests at gasoline dispensing facilities (GDFs). Effective November 1, 2000 anyone conducting these tests must have completed the class. Your South Coast AQMD I.D. number for testing purposes is listed at the end of this letter. Please list this I.D. number on any test results that you submit to the District after November 1. Any test results submitted to the District after that date without a tester I.D. number would not be accepted.

I also want to remind you that all performance tests must be conducted using testing equipment and test procedures stipulated in the California Air Resources Board's (CARB) Vapor Recovery Test Procedures (TP-201.3, 201.4, etc.). For example, if you are conducting a leak decay test, you must document the time it took to reach 2.0" WC using the appropriate formula. If the time exceeds that allowed by the formula, the site fails the leak decay test and these failed test results will be documented. Once this has been accomplished, you may proceed to look for leaks. If the site passes the time allowed by the formula, you may proceed and conduct the 5-minute leak decay test following the test procedure guidelines. Conducting any performance tests contrary to CARB testing procedures may result in a violation of Rule 461 (c)(3)(A) and a Notice of Violation issued.

We are in the process of procuring a digital camera and will contact you to make arrangements to take your picture for your identification card. If you have any questions regarding vapor recovery testing at GDFs, please contact Ralph Crawford at (909) 396-2402.

Your AQMD testing I.D. number: 1115

Sincerely,

Louis Roberto

Louis Roberto
Supervisor - Rule 461



Certificate of Completion

Michael Moore

*Has completed the level 4 course of
instruction in the installation and service of
VEEDER-ROOT UST Monitoring Systems*

Date December 18, 2003

Ken Miller
Ken Miller Technical Training Manager

Signature

Certification # 562-06-0899

Certification Level 1

Certification Date 04/28/1997

See Reverse Side for Explanation of Levels

E D E R - R O O T

ertificate of Completion

Michael Moore

*has completed the Level 1
course of instruction in
the installation of*

Veeder-Root UST Monitoring Systems

Date April 28, 1997

Patrick W. Schoen

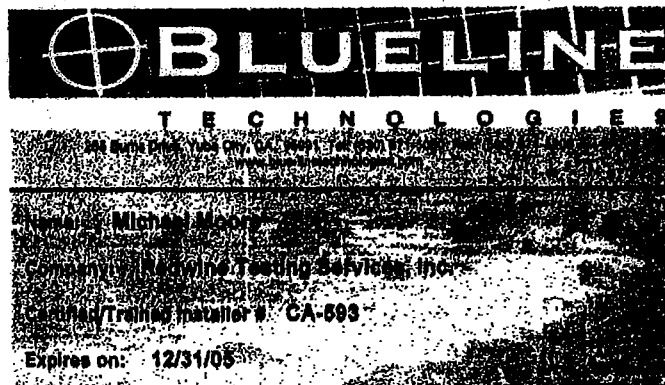
Field Service Manager

Patrick W. Schoen

James C. Tibesar

Training Coordinator

James C. Tibesar





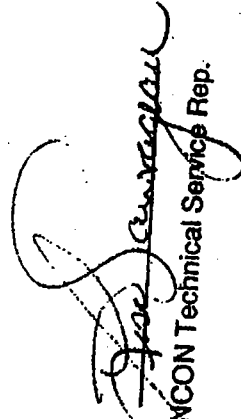
Certificate Number 03113959
Level 1

Training Certificate

Tank Sentinel Installation

This certifies that

Jim Albitre of Redwine Testing Services
has completed training in the installation and service
of the above INCON system


INCON Technical Service Rep.

Completion Date: 11/21/2003
Certificate Expires: 11/21/2005

FACTORY TRAINING CERTIFICATE

CN: 04-0343
March 5, 2004

TO WHOM IT MAY CONCERN

This is to certify

Jim Albitre

of

Redwine Testing Services, Inc.
P.O. Box 1567
Bakersfield, CA 93302-1567

has been factory trained to perform installation and service
of the LEAK ALERT Instruments manufactured by

Universal Sensors and Devices, Inc.
9205 Alabama Avenue, Unit C
Chatsworth, California 91311

*This Certificate expires one year from the above date
of issuance. The certificate holder is responsible for
contacting the factory for renewal of the Certificate.*

Universal Sensors and Devices, Inc.


Factory Approval Signature

**SMITH
Fibercast**
(A Versco Company)

BONDER TRAINING

This is to certify that on 01/26/04 WILLIAM MENSELES successfully completed
bonder training as set forth in the SMITH FIBERCAST Total Quality Installation
Program for the installation of UL listed primary and secondary containment products.

RFP

Randy Perry
Manager, Field Services

Revisit of the bonder certification is recommended every
five years or when a bonder has not used the specific bonding process for a period of 6 months.

Smith Fibercast
2700 West 65th Street
Little Rock, AR 72209
Phone: 501-568-4010
Fax: 501-568-4465
www.smithfibercast.com


**SMITH
Fibercast**
A Varco Company

This is to certify that on 01/26/04 the following employee(s) of Redwine Testing Services, Inc. successfully completed bonder training as set forth in the SMITH FIBERCAST Total Quality Installation Program for the installation of UL listed Primary and Secondary Containment products.

Noel Plutchak
William Merselis

A copy of this certificate will be kept on file at Smith Fibercast.

Renewal of this bonder certification is recommended every five years or when a bonder has not used the specific bonding process for a period of 6 months.



Randy Petty
Manager, Field Services

FACTORY TRAINING CERTIFICATE

CN: 03-0332
October 14, 2003

TO WHOM IT MAY CONCERN

This is to certify

Noel B. Plutchak

Of

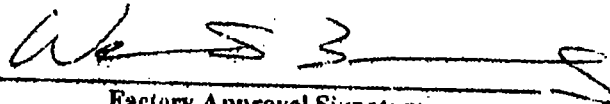
Redwine Testing Inc.
P.O. Box 1567
Bakersfield, CA 93302

has been factory trained to perform installation and service
of the LEAK ALERT Instruments manufactured by

Universal Sensors and Devices, Inc.
9205 Alabama Avenue, Unit C
Chatsworth, California 91311

*This Certificate expires one year from the above date
of issuance. The certificate holder is responsible for
contacting the factory for renewal of the Certificate.*

Universal Sensors and Devices, Inc.



Factory Approval Signature



STATE OF CALIFORNIA



**State Board of Registration
for Geologists and Geophysicists**

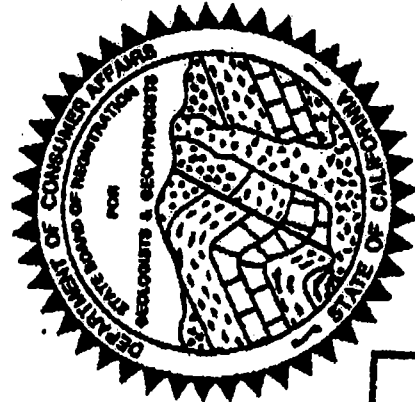
CERTIFICATE
IT IS HEREBY CERTIFIED THAT

NOEL B. PLUTCHAK

IS A DULY

CERTIFIED HYDROGEOLOGIST

Certificate No. HG 415



STATE BOARD OF REGISTRATION FOR
GEOLOGISTS AND GEOPHYSICISTS

By Robert Lindblom

President

Dutton Pollard

Executive Officer

This 1st day of June, 1996

it with you at all times.

Capitol Oaks Drive, Suite 300A
Sacramento, CA 95833
916 263-2113

CUT ON
DOTTED LINE

State Board of Registration for
Geologists and Geophysicists
2535 CAPITOL OAKS DRIVE, SUITE 300A
SACRAMENTO, CA 95833
916 263-2113



CERTIFIED HYDROGEOLOGIST

LICENSE NO. HG 415 EXPIRATION 12/31/02
NOEL B. PLUTCHAK
1300 S. BEACON STREET, SUITE 217
SAN PEDRO CA 90731

Signature

PGGHG 01/18/98

RECEIPT NO.
34800002

IMPORTANT

- CUT ON
DOTTED LINE
1. Please include your license no. on any correspondence to this office.
 2. Notify the Board of any name or address change in writing.
 3. Report any loss immediately in writing to the Board.
 4. Please sign and carry the pocket license with you.
NOEL B. PLUTCHAK

LICENSE NO. EXPIRATION DATE RECEIPT NO.
HG 415 12/31/02 34800002

This is your RECEIPT. Please save for your record.

Remove your new pocket license
from the receipt portion and carry
it with you at all times.

Board of Registration for Geologists and Geophysicists
2535 Capitol Oaks Drive, Suite 300A
Sacramento, CA 95833
916 263-2113

CUT ON
DOTTED LINE

State Board of Registration for
Geologists and Geophysicists
2535 CAPITOL OAKS DRIVE, SUITE 300A
SACRAMENTO, CA 95833
916 263-2113



REGISTERED GEOLOGIST

LICENSE NO. 5761 EXPIRATION 12/31/02
NOEL B. PLUTCHAK
1300 S. BEACON STREET, SUITE 217
SAN PEDRO CA 90731

Signature

PGGEO 01/18/98

RECEIPT NO.
34800005

IMPORTANT

- CUT ON
DOTTED LINE
1. Please include your license no. on any correspondence to this office.
 2. Notify the Board of any name or address change in writing.
 3. Report any loss immediately in writing to the Board.
 4. Please sign and carry the pocket license with you.
NOEL B. PLUTCHAK

LICENSE NO. EXPIRATION DATE RECEIPT NO.
5761 12/31/02 34800005

This is your RECEIPT. Please save for your record.



Certified Installer

Name Noel B. Plutchak / Redwine Testing Services

Certification Number 3640 - Expires 9/8/05

A22 7/98

**SMITH
Fibercast**
A Varco Company

BONDER TRAINING

This is to certify that on 01/26/04 **NOEL FLITCHAK** successfully completed bonder training as set forth in the SMITH FIBERCAST Total Quality Installation Program for the installation of UL listed primary and secondary containment products.



Randy Petty
Manager, Field Services

Removal of the bonder certification is recommended every
five years or when a bonder has not used the specific bonding process for a period of 6 months.

AUTO-STIK®

TANK MONITORING SYSTEM

AUTO-STIK INSTALLER

THIS IS TO CERTIFY

NOEL B. PLUTCHAK

HAS SUCCESSFULLY COMPLETED
THE AUTO-STIK AUTHORIZATION PROGRAM



C. E. THOMAS COMPANY
CO #976000

EBW, INC.
MUSKEGON, MICHIGAN

Alan Betts
PRODUCT MANAGER

Nº 03640

AUGUST 10, 1999

DATE



Redwine Testing
P.O. Box 1567
Bakersfield, CA 93302

July 18, 2001

Dear: Mr. Plutchak

CONGRATULATIONS! You have successfully completed the required information for re-certification as an AutoStik installer. You were previously given a certification number, continue to reference this number on any warranty papers sent to EBW. You will not be issued a separate certification number.

If you have any questions regarding the test or the certification process, please contact EBW AutoStik department.

Sincerely,

Amy Looney
A/S Technician
(1-800-329-7845)



Certified Installer

Name Noel Plutchak

Certification Number 3640

A22 7/98



CERTIFICATE OF COMPLETION

RONAN ENGINEERING COMPANY
LEAK DETECTION MEASUREMENT DIVISION
AUTHORIZED SERVICE CONTRACTOR

Presented to:

Mr. Noel B. Plutchak

*Has successfully completed training course for
Ronan Series X76 Leak Detection Monitors*

Signed _____

A handwritten signature in dark ink, appearing to be "E. N. Plutchak", written over a horizontal line.

Issue Date: December 23, 2003

Certification No.: 76001001



South Coast Air Quality Management District

21865 E. Copley Drive, Diamond Bar, CA 91765-4182
(909) 396-2000 • <http://www.aqmd.gov>

June 6, 2001

Noel Plutchak
REDWINE TESTING
P.O. Box 1567
Bakersfield, CA 93302

Dear Noel,

I want to congratulate you on successfully completing the District's training class on conducting vapor recovery performance tests at gasoline dispensing facilities (GDFs). Effective November 1, 2000 anyone conducting these tests must have completed the class. Your South Coast AQMD I.D. number for testing purposes is listed at the end of this letter. Please list this I.D. number on any test results that you submit to the District after November 1, 2000. Any test results submitted to the District after that date without a tester I.D. number will not be accepted.

I also want to remind you that all performance tests must be conducted using testing equipment and test procedures stipulated in the California Air Resources Board's (CARB) Vapor Recovery Test Procedures (TP-201.3, 201.4, etc.). For example, if you are conducting a leak decay test, you must document the time it took to reach 2.0" WC using the appropriate formula. If the time exceeds that allowed by the formula, the site fails the leak decay test and these failed test results will be documented. Once this has been accomplished, you may proceed to look for leaks. If the site passes the time allowed by the formula, you may proceed and conduct the 5-minute leak decay test following the test procedure guidelines. Conducting any performance tests contrary to CARB testing procedures may result in a violation of Rule 461 (e)(3)(A) and a Notice of Violation issued.

We are in the process of procuring a digital camera and will contact you to make arrangements to take your picture for your identification card. If you have any questions regarding vapor recovery testing at GDFs, please contact Ralph Crawford at (909) 396-2402.

Your AQMD testing I.D. number: **1355**

Sincerely,

Louis Roberto

Louis Roberto
Supervisor - Rule 461

LR:lp




Certificate of Completion

Noel Plutchak

Has completed the level 4 course of
instruction in the installation and service of
VEEDER-ROOT UST Monitoring Systems

Date December 18, 2003


Ken Miller Technical Training Manager

VEEDER-ROOT

Name Noel Plutchak

Signature 

Certification

Certification # 006-05-0495

Certification Level* 4

Expiration Date 08/18/2005

* See Reverse Side for Explanation of Levels



Universal Sensors and Devices Inc.

9296 Alabama Avenue, Unit C, Chatsworth, CA 91311
Phone (818) 998-7121 Fax (818) 998-7147

FACTORY TRAINING CERTIFICATE

CN: 111991-4

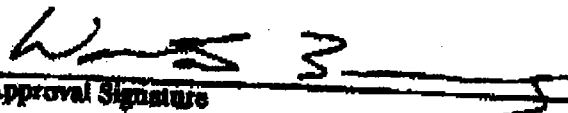
November 19, 1991

TO WHO IT MAY CONCERN:

This is to certify that TED McKINLEY from ACTIVE LEAK TESTING, INC., 1300 South Beacon Street, San Pedro, California 90731 has been factory trained for performing installation and service of the LEAK ALERT products manufactured by UNIVERSAL SENSORS AND DEVICES, INC., Chatsworth, California.

This Certificate expires one year from the above date of issuance. The certificate holder is responsible to contact the factory for Annual Training/Renewal of the Certificate.

Universal Sensors and Devices, Inc.


Approval Signature

Fluid Containment, Inc.
4847 Hopyard Road, Suite 3301
Pleasanton, California 94588
Telephones:
Direct: 510/426-1396
Messages: 800/638-2657
Facsimile: 510/426-1674
Fax-on-demand
Number: 800/324-6804

September 5, 1995



Mr. Noel B. Putschak
ACTIVE LEAK TESTING INC.
1300 S. Beacon Street, Suite 210
San Pedro, CA 90731

Re: Electronic Certification

Dear Noel:

Fluid Containment (formerly Owens-Corning) does not actively sell electronic equipment in the state of California. Therefore we do not have an official training program to offer testers such as yourself.

Should this policy change I will contact you to arrange for formal training procedures.

Sincerely,

Ron Shaffer
Western Regional Sales Manager

cc: Steve Kilar - FCI
Dick LeFever - FCI

C:\Electron

August 30, 1995

Mr. Bill Merselis
ALT, Environmental Services
1300 South Beacon Street
STE 210
San Pedro, CA 90731

RE: Certified Leak Detection Inspectors

Dear Bill:

This letter is to inform you that In-Situ Inc., does not have a program in place with certified inspectors to perform inspections on our leak detection equipment. We do have distributors and representatives, however the operations manual for the RSS remote station will probably be of more use to you.

If you should need more information, please call and I'll help in way that I can.

Sincerely,

Jeff Davis

Jeff Davis

Western Region Sales Representative

SMITH Fibercast

A Versar Company

BONDER TRAINING

This is to certify that on 01/26/04 **WILLIAM HERSHEL JR.** successfully completed
bonder training as set forth in the SMITH FIBERCAST Total Quality Installation
Program for the installation of UL listed primary and secondary containercast products.



Randy Potty
Manager, Field Services

Renewal of the bonder certification is recommended every
five years or when a bonder has not used the specific bonding process for a period of 6 months.

State of California
California Environmental Protection Agency
Office of Environmental Health Hazard Assessment

Registered Environmental Assessor I

Issued to: **William Mersells, REA I - 01759**

Expires on: **June 30, 2003**

Signature: *William B Mersells*



South Coast Air Quality Management District

21865 E. Copley Drive, Diamond Bar, CA 91765-4182
(909) 396-2000 • <http://www.aqmd.gov>

June 6, 2001

William B. Merselis
REDWINE TESTING
P.O. Box 1567
Bakersfield, CA 93302

Dear William,

I want to congratulate you on successfully completing the District's training class on conducting vapor recovery performance tests at gasoline dispensing facilities (GDFs). Effective November 1, 2000 anyone conducting these tests must have completed the class. Your South Coast AQMD I.D. number for testing purposes is listed at the end of this letter. Please list this I.D. number on any test results that you submit to the District after November 1, 2000. Any test results submitted to the District after that date without a tester I.D. number will not be accepted.

I also want to remind you that all performance tests must be conducted using testing equipment and test procedures stipulated in the California Air Resources Board's (CARB) Vapor Recovery Test Procedures (TP-201.3, 201.4, etc.). For example, if you are conducting a leak decay test, you must document the time it took to reach 2.0" WC using the appropriate formula. If the time exceeds that allowed by the formula, the site fails the leak decay test and these failed test results will be documented. Once this has been accomplished, you may proceed to look for leaks. If the site passes the time allowed by the formula, you may proceed and conduct the 5-minute leak decay test following the test procedure guidelines. Conducting any performance tests contrary to CARB testing procedures may result in a violation of Rule 461 (e)(3)(A) and a Notice of Violation issued.

We are in the process of procuring a digital camera and will contact you to make arrangements to take your picture for your identification card. If you have any questions regarding vapor recovery testing at GDFs, please contact Ralph Crawford at (909) 396-2402.

Your AQMD testing I.D. number: **1356**

Sincerely,

Louis Roberto

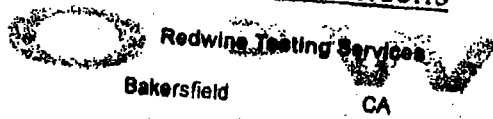
Louis Roberto
Supervisor - Rule 461

LR:lp

Attestation

No. E 00632

William B. Merselis



Bakersfield

CA

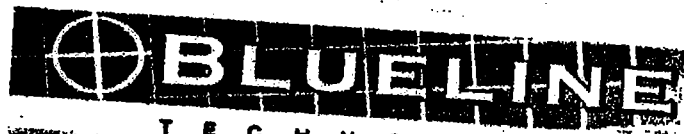
Attended Installation Training for

EVR PHASE 1 By OPW

Date 3/28/2003

Dist. Mgr.:

Tim Hughes



TECHNOLOGIES

Name: William S. Davis
Company: Redwine Testing Services, Inc.
Certified/Trained Installer # CA-592
Expires on: 12/31/05

Attestation

No. E 00625

Dugan Turner



Attended Installation Training for

EVR PHASE 1 By OPW

Date 3/27/2003

Dist. Mgr.:

Tim Hughes



Certified Tester

TS-STS Sump Testing System

This certifies that

Dugan Turner of Redwine Testing Services
has been trained in the installation and operation of the above
INCON System.

[Signature]
INCON Technical Services Rep.

Completion Date: 04/16/2002



TECHNOLOGIES

4450 Santa Monica Blvd, Suite 100, Santa Monica, CA 90404 Tel: (310) 317-0000 Fax: (310) 317-0001
www.blueline-technologies.com

Name: Duane Turner

Company: Redwire Testing Services, Inc.

Course/Trained Installer: CA-600

Expires on: 12/31/05



RECEIVED
DEPT. OF PUBLIC WORKS
2005 JAN 26 PM 4: 57
MAIL ROOM
900 J. FREMONT AVE

Computer Test Report

International Code Council

Computer Exam Report

DATE: 01/17/2005

EXAM TITLE:

CA Underground Storage Tank Installation/Retrofitting Inspector - U

NAME: TURNER, JOEL DUGAN

LOCATOR: TUKR0006

EXAMINATION RESULT: PASS

Congratulations! You have passed the
CA Underground Storage Tank Installation/Retrofitting Inspector - U1
Your ICC certificate and wallet card will be mailed to you
within six weeks after the end of the month in which you passed
the exam.

Your name as it appears above on this notice will be printed on your
certificate and wallet card. It is very important that you notify
LaserGrade and ICC of any changes in your name and/or address.

ICC requires a change of address in writing. Please fax your change
of address to ICC at (562) 692-2845 or mail it to:

ICC Certification Services
5360 Workman Mill Road
Whittier, CA 90601-2298

DO NOT LOSE THIS REPORT

Sincerely,

LaserGrade

LaserGrade Computer Testing
P O Box 87245
Vancouver, WA 98687-7245
800-211-2754 or 360-896-9111
www.lasergrade.com

Applicant Locator: TUKR0006
Testing provided by: LAS93302
Inland Flight Training Center LLC
1701B Skyway Drive Suite 110
Bakersfield, CA 93308
661-399-3778□



Computer Test Report

International Code Council

Computer Exam Report

DATE: 12/31/2004

EXAM TITLE:

CA Underground Storage Tank Service Technician - UT (CUT)

NAME: TURNER, JOEL DUGAN

LOCATOR: TUKT0002

EXAMINATION RESULT: PASS

Congratulations! You have passed the
CA Underground Storage Tank Service Technician - UT (CUT)
Your ICC certificate and wallet card will be mailed to you
within six weeks after the end of the month in which you passed
the exam.

Your name as it appears above on this notice will be printed on your
certificate and wallet card. It is very important that you notify
LaserGrade and ICC of any changes in your name and/or address.

ICC requires a change of address in writing. Please fax your change
of address to ICC at (562) 692-2845 or mail it to:

ICC Certification Services
5360 Workman Mill Road
Whittier, CA 90601-2398

DO NOT LOSE THIS REPORT

Sincerely,

LaserGrade

LaserGrade Computer Testing
P O Box 87245
Vancouver, WA 98687-7245
800-211-2754 or 360-896-9111
www.lasergrade.com

Applicant Locator: TUKT0002
Testing provided by: LAS93302
Inland Flight Training Center LLC
1701B Skyway Drive Suite 110
Bakersfield, CA 93308
661-399-3778



Computer Test Report

International Code Council

Computer Exam Report

DATE: 12/15/2004

EXAM TITLE:

CA Underground Storage Tank System Operator - UC (CUO)

NAME: TURNER, JOEL DUGAN

LOCATOR: TUKO0006

EXAMINATION RESULT: PASS

Congratulations! You have passed the
CA Underground Storage Tank System Operator - UC (CUO)
Your ICC certificate and wallet card will be mailed to you
within six weeks after the end of the month in which you passed
the exam.

Your name as it appears above on this notice will be printed on your
certificate and wallet card. It is very important that you notify
LaserGrade and ICC of any changes in your name and/or address.

ICC requires a change of address in writing. Please fax your change
of address to ICC at (562) 692-2845 or mail it to:

ICC Certification Services
5360 Workman Mill Road
Whittier, CA 90608-1228
DO NOT LOSE THIS REPORT

Sincerely,

LaserGrade

LaserGrade Computer Testing
P O Box 87245
Vancouver, WA 98687-7245
800-211-2754 or 360-896-9111
www.lasergrade.com

Applicant Locator: TUKO0006
Testing provided by: LAS93302
Inland Flight Training Center LLC
1701B Skyway Drive Suite 110
Bakersfield, CA 93308
661-399-3778



Computer Test Report

International Code Council

Computer Exam Report

DATE: 01/10/2005

EXAM TITLE:

CA Underground Storage Tank Service Technician - UT (CUT)

NAME: ALBITRE, JAMES RAYMOND

LOCATOR: ALKT0087

EXAMINATION RESULT: PASS

Congratulations! You have passed the
CA Underground Storage Tank Service Technician - UT (CUT).
Your ICC certificate and wallet card will be mailed to you
within six weeks after the end of the month in which you passed
the exam.

Your name as it appears above on this notice will be printed on your
certificate and wallet card. It is very important that you notify
LaserGrade and ICC of any changes in your name and/or address.

ICC requires a change of address in writing. Please fax your change
of address to ICC at 866-892-4443 or mail it to:

ICC Certification Services
5360 Workman Mill Road
Whittier, CA 90601-2208

DO NOT LOSE THIS REPORT

Sincerely,

LaserGrade

LaserGrade Computer Testing
P.O. Box 87245
Vancouver, WA 98687-7245
800-211-2754 or 360-892-9111
www.lasergrade.com

Applicant Locator: ALKT0087
Testing provided by: LAS93302
Inland Flight Training Center
1701B Skyway Drive Suite 110
Bakersfield, CA 93308
661-399-3778



Computer Test Report

International Code Council

Computer Exam Report

DATE: 12/15/2004

EXAM TITLE:

CA Underground Storage Tank System Operator - UC (CUO)

NAME: ALBITRE, JIM RAYMOND

LOCATOR: ALK00186

EXAMINATION RESULT: PASS

Congratulations! You have passed the
CA Underground Storage Tank System Operator - UC (CUO)
Your ICC certificate and wallet card will be mailed to you
within six weeks after the end of the month in which you passed
the exam.

Your name as it appears above on this notice will be printed on your
certificate and wallet card. It is very important that you notify
LaserGrade and ICC of any changes in your name and/or address.

ICC requires a change of address in writing. Please fax your change
of address to ICC at (562) 692-2845 or mail it to:

ICC Certification Services

DO NOT LOSE THIS REPORT

Sincerely,

LaserGrade

LaserGrade Computer Testing
P O Box 87245
Vancouver, WA 98687-7245
800-211-2754 or 360-896-9111
www.lasergrade.com

Applicant Locator: ALK00186
Testing provided by: LAS93302
Inland Flight Training Center LLC
1701B Skyway Drive Suite 110
Bakersfield, CA 93308
661-399-3778

Bid Detail Information

Bid Number : PW-ASD 237

Bid Title : As-Needed Underground and Aboveground Storage Tank Certification

Bid Type : Service

Department : Public Works

Commodity : INSTALLATION, REMOVAL, DISPOSAL - TANK RELATED SVCS (INCL. UNDERGROUND TYPE)

Open Date : 10/18/2004

Closing Date : 11/17/2004 5:30 PM

Bid Amount : \$ 125,000

Bid Download : Not Available

Bid Description : NOTICE IS HEREBY GIVEN that the County of Los Angeles Department of Public Works is interested in contracting for "As-Needed Underground and Aboveground Storage Tank Certification." Qualified Proposers are requested to provide a proposal for underground and aboveground storage tank certification services in the form described in the enclosed specifications. This service requires the contractor to perform this service at approximately 68 Public Works' locations. The annual cost of this service is estimated to be \$125,000.

A Proposers' Conference will be held on Tuesday, November 2, 2004, at 2 p.m., in Conference Room C at 900 South Fremont Avenue, Alhambra, California 91803. This facility complies with the Americans with Disabilities Act (ADA). ATTENDANCE IS MANDATORY. Public Works will reject proposals from those who do not attend this Conference.

Proposers are encouraged to be prepared to ask questions concerning this Request for Proposals' (RFP) requirements, specifications, terms, and conditions. Upon conclusion of the Proposers' Conference, Public Works will provide further clarifications, modifications, and/or answers concerning this solicitation only through written addenda to all who attended the conference and only if time permits.

The deadline to submit proposals is Wednesday, November 17, 2004, at 5:30 p.m. Proposals must be submitted to our Lobby Cashier at the above address. To ensure proper identification of your proposal, submit it in a sealed package with your company's name and address and the name of this project clearly shown on the outside of the package.

Please direct any questions to Ms. Leticia Gordo at (626) 458-4057, Monday through Thursday, 7 a.m. to 5 p.m.

If not enclosed with this notice, the RFP with specifications, terms, conditions, requirements, instructions for preparing and submitting proposals, and forms may be obtained at no charge from our Lobby Cashier at the above address, Monday through Thursday, 7 a.m. to 5:30 p.m. To have it mailed, contact Ms. Gordo at (626) 458-4057, or at lgordo@ladpw.org.

Upon request, we can provide contract information in alternate formats and/or make other accommodations for people with disabilities. To request accommodations ONLY or for more ADA information, please contact our ADA Coordinator at (626) 458 4081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Contact Name : Leticia Gordo

Contact Phone# : (626) 458-4057

Contact Email : lgordo@ladpw.org

Last Changed On : 10/19/2004 1:53:17 PM

[Back to Last Window](#)

**County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
SBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Redwine-Manley Testing Services, Inc.	
<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input checked="" type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: 76423	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 7						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	
Hispanic/Latino		1				
Asian or Pacific Islander						
American Indian					1 D.C.	
Filipino						
White	1		2		X D.C.	1

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	28 %
Women	%	72 %	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
SBA	X	X	X		5-19-06
OSBCR	X	X	X		3-31-06

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: President	Date: 11-15-04
--	---------------------	-------------------

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
SBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: <i>Tait & Associates, Inc.</i>	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 252						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					2	1
Hispanic/Latino			0	1	53	5
Asian or Pacific Islander			0		5	0
American Indian						
Filipino					5	1
White	2		10		140	27

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0 %	0 %	0 %	0 %	0 %	100 %
Women	0 %	0 %	0 %	0 %	0 %	0 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: <i>[Signature]</i>	Title: Program Vice President	Date: November 17th, 2004
---	----------------------------------	------------------------------

**County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
SBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: <u>Tank Specialists of California</u>	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): <u>28</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						1
Hispanic/Latino		1		1	15	3
Asian or Pacific Islander						
American Indian						
Filipino						
White	1		3		3	


III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	50 %	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvan- taged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: President/Gen Manager	Date: 11-17-04
---	---------------------------------	-------------------

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: <u>Beta Environmental</u>	
<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input checked="" type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: <u>12459101</u>	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): <u>4</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owner/Partner/Officer/Shareholder		Manager		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander		<u>2</u>				
American Indian						
Filipino		<u>2</u>				<u>1</u>
White	<u>1</u>		<u>2</u>			

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	<u>100</u> %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: <u>[Signature]</u>	Title: <u>President</u>	Date: <u>11/16/04</u>
--	-------------------------	-----------------------